



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

December 19, 2006

IN REPLY PLEASE

REFER TO FILE: **AS-0**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR
PUBLIC WORKS CENTRAL YARD – LOWER (WEST) AND UPPER (EAST)
SUPERVISORIAL DISTRICT 1
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for Landscape and Grounds Maintenance Services for Public Works Central Yard – Lower (West) and Upper (East) in the annual sum of \$12,100 to TruGreen LandCare, LLC, located in Gardena, California, and direct the Chairman to execute the contract. This contract will be for a period of one year commencing on January 8, 2007, with four 1-year renewal options, not to exceed a total contract period of five years. Funds are available in Public Works' 2006-07 Internal Service Fund.
4. Authorize the Director of Public Works to renew this contract for each additional renewal option, if, in the opinion of the Director, renewal is warranted; to approve contractor's entity change; and to terminate it, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to contract for landscape and grounds maintenance service to maintain the Public Works Central Yard – Lower (West) and Upper (East). The work to be performed will consist of, but is not limited to, the maintenance of turf, ground cover, shrubs, and trees; the pruning of trees and shrubs; and the control of weeds and vegetation disease.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Fiscal Responsibility as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive and cost-effective manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The contract is for an annual amount not to exceed \$12,100. This amount is based on the annual price quoted by the contractor. This contract will commence on January 8, 2007, for a period of one year, not to exceed five years. Financing for this service is included in Public Works' 2006-07 Internal Service Fund.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees. This Proposition A contract does not allow for a cost-of living adjustment for the optional years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed contracts have been executed by the contractor and approved as to form by County Counsel.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Since this is a Proposition A contract, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from CEQA as set forth in Sections 15301 (h) of the State CEQA guidelines.

CONTRACTING PROCESS

On January 26, 2006, Public Works issued a Request for Statements of Qualifications (RFSQ) soliciting 468 independent contractors and community business enterprises to accomplish this work. A notice of RFSQ was also placed on the County's bid website (Enclosure A) and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable memorandum of understanding, the RFSQ for these contracted services was submitted on January 25, 2006, to the Local 660 Union for review before being released to the public. The Union declined to meet with Public Works.

On February 8, 2006, ten Statements of Qualifications were received. The Statements were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. Eight of the ten Statements met these mandatory requirements. These eight Statements were then evaluated by an evaluation committee consisting of Public Works staff.

The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, quality assurance plan, proposer's approach to labor-payroll record keeping and regulatory compliance, financial resources, and references. Based on this evaluation, Public Works selected three responsive and responsible vendors.

On November 8, 2006, Public Works issued an Invitation for Bids soliciting the three responsive and responsible vendors established from the RFSQ to accomplish

this work. The three qualified vendors were asked to bid on the grounds and landscape maintenance services described herein.

On November 21, 2006, one bid was received. TruGreen LandCare, LLC, was the lowest bidder. The annual bid amount from TruGreen Landcare, LLC, is \$12,100. It is recommended that this contract be awarded to the responsive, responsible, and low bidder, TruGreen LandCare, LLC, located in Gardena, California. Public Works believes the contractor's price to be reasonable for the work requested.

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, terms and conditions, and/or duration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

The Honorable Board of Supervisors
December 19, 2006
Page 5

CONCLUSION

Enclosed are three copies of the contract. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

MS

P:\aspub\CONTRACT\Melissa\Landscape - Central Yard\Board Letter 06.doc

Enc. 5

cc: Chief Administrative Office
County Counsel

View and Search Class

Award Information has not been added at this time.

Bid Information

Bid Number : PW-ASD 604
Bid Title : NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS
Bid Type : Service
Department : Public Works
Commodity : LAWN MOWERS - HAND, REEL TYPE (MANUAL) LAWN MAINTENANCE (SEE CLASS 020 FOR HIGHWAY TYPE)
Open Date : 1/26/2006
Closing Date : 2/8/2006 2:00 PM
Notice of Intent to Award : [View Detail](#)
Bid Amount : N/A
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works is requesting statement of qualifications for landscape maintenance services throughout the County. The resultant contracts are expected to range between \$10,000 and \$150,000 per year. Vendors must meet all minimum requirements set forth in the Request for Statements of Qualifications (RFSQ) document, including, but not limited to, at least five years' experience performing landscape maintenance services for business, commercial, and/or government customers. If not enclosed with this letter, the RFSQ with contract specifications, forms, and instructions for preparing and submitting your Statement of Qualifications may be requested from Mr. Roderick Tirona at (626) 458 4077, Monday through Thursday, 7 a.m. to 5 p.m.

A Vendors' Conference will be held on Wednesday, February 8, 2006, at 2:00 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE VENDOR OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject Statements of Qualifications from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. The deadline to submit proposals is Wednesday, February 22, 2006, at 5:30 p.m. Please direct your questions to Mr. Tirona at the number above.

Contact Name : Roderick Tirona
Contact Phone# : (626) 458-4077
Contact Email : rtirona@ladpw.org
Last Changed On : 1/26/2006 5:11:55 PM

[Back to Last Window](#)

[Back to Award Main](#)

FORM PW-9

All Vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: TruGreen LandCare, A General Partnership

My County (WebVen) Vendor Number: 52607901

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:

☐ Sole

☒ General Partnership

☐ Corporation

☐ Nonprofit

☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 97

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Black/African American						
Hispanic/Latino			9	1	181	3
Asian or Pacific Islander						
American Indian						
Filipino						
White			3			

III. PERCENTAGE OF OWNERSHIP IN FIRM: NO NATURAL PERSON OWNS 5% OR MORE. Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency	Minority	Women	Disadvantaged	Disabled Veteran

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:

David J. Evans

Title:

Branch Manager

Date:

02/22/06

AGREEMENT FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR PUBLIC WORKS
CENTRAL YARD – LOWER (WEST) AND UPPER (EAST)

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and TRUGREEN LANDCARE, LLC, a general partnership, (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, COUNTY Department of Public Works (Public Works) has solicited Statements of Qualifications to identify one or more contractors qualified to provide landscape maintenance services under this AGREEMENT; and

WHEREAS, having reviewed and evaluated the Statements submitted, Public Works has developed a list of responsible landscape maintenance contractors; and

WHEREAS, Public Works having found the CONTRACTOR to be a qualified, responsible landscape maintenance provider pursuant to the Request for Statement of Qualifications issued on January 26, 2006; and

WHEREAS, the CONTRACTOR having submitted the lowest bid for the described work in accordance with the Invitation for Bids (IFB) issued on November 8, 2006.

NOW, THEREFORE, the CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the COUNTY and the CONTRACTOR'S bid filed with COUNTY on November 21, 2006, hereby agrees to provide landscape maintenance services as described in the attached specifications, including, but not limited to, Exhibit A, Scope of Work.

FIRST: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E (Form PW-2, Schedule of Prices); Exhibit F (Form LW-8, Cost Methodology); Exhibit G (Special Provisions); Exhibit H (Transmittal Form to Request an IFB Solicitation Requirements Review); the CONTRACTOR'S Statement of Qualifications, all attached hereto; and the Request for Statement of Qualifications and Notice to Bidders, all of which are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

SECOND: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Exhibit E, Form PW-2, an amount not to

exceed \$12,100 per year (Maximum Contract Sum), or such greater amount as the Board of Supervisors may approve.

THIRD: This Contract's initial term shall be for a period of one year commencing on January 8, 2007. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FOURTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Exhibit E, Form PW-2, Schedule of Prices.

FIFTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SIXTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

SEVENTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

EIGHTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

NINTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

//
//

TENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through H, inclusive, the COUNTY'S provisions shall control and be binding.

ELEVENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

TWELFTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

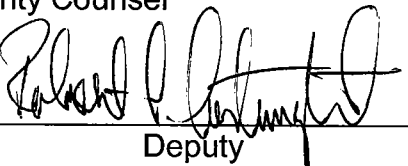
ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

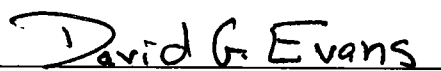
By  _____
Deputy

TRUGREEN LANDCARE, LLC

By  _____
Its President

 _____
Type or Print Name

By  _____
Its Secretary

 _____
Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>CALIFORNIA</u> County of <u>LOS ANGELES</u> On <u>DEC 04 2006</u> before me <u>YESENIA VASQUEZ</u> <small>(NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public")</small> personally appeared <u>DAVID G. EVANS</u> <small>(NAME(S) OF SIGNER(S))</small></p> <p><input checked="" type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <div style="display: flex; align-items: center; margin-top: 10px;"> <div style="flex: 1;"> <small>SIGNATURE OF NOTARY</small> </div> <div style="flex: 0.5; text-align: center;"> <small>YESENIA VASQUEZ COMM. # 1666438 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Exp. MAY 13, 2010</small> </div> </div>	<p>CAPACITY CLAIMED BY SIGNER(S)</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE OFFICER(S)</p> <hr/> <p><input type="checkbox"/> PARTNER(S) <small>TITLE(S)</small> <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input checked="" type="checkbox"/> OTHER: <u>Branch Manager</u></p> <hr/> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) <u>TrueGreen handcare</u></p>		
<p>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</p> <table style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> <p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p> </td> <td style="width: 70%;"> <p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p> </td> </tr> </table>		<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>
<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>		



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

January 26, 2006

NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES

PLEASE TAKE NOTICE that Public Works is requesting statement of qualifications for landscape maintenance services throughout the County. The resultant contracts are expected to range between \$10,000 and \$150,000 per year. Vendors must meet all minimum requirements set forth in the Request for Statements of Qualifications (RFSQ) document, including, but not limited to, at least five years' experience performing landscape maintenance services for business, commercial, and/or government customers. If not enclosed with this letter, the RFSQ with contract specifications, forms, and instructions for preparing and submitting your Statement of Qualifications may be requested from Mr. Roderick Tirona at (626) 458-4077, Monday through Thursday, 7 a.m. to 5 p.m.

A Vendors' Conference will be held on **Wednesday, February 8, 2006, at 2:00 p.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. **ATTENDANCE BY THE VENDOR OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY.** Public Works will reject Statements of Qualifications from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. **The deadline to submit proposals is Wednesday, February 22, 2006, at 5:30 p.m.** Please direct your questions to Mr. Tirona at the number above.

January 26, 2006
Page 2



The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

DONALD L. WOLFE
Director of Public Works

A handwritten signature in cursive script, appearing to read "Willie H. Adams".

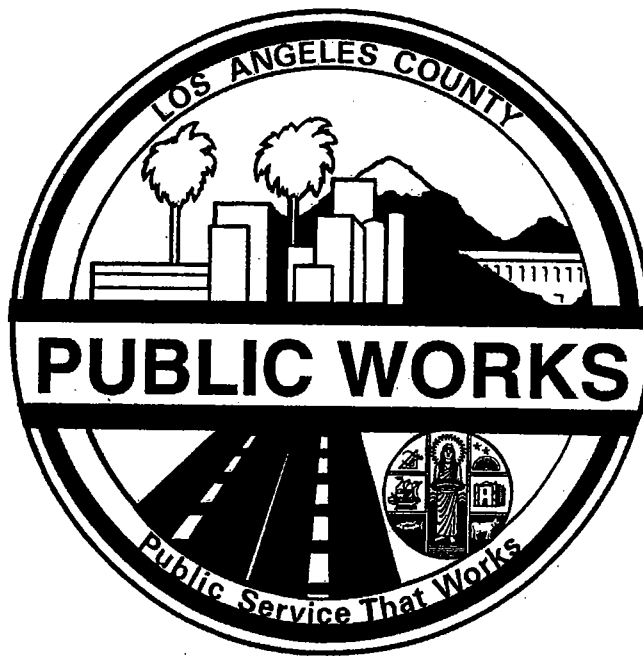
for CHARLES W. ADAMS
Deputy Director

RT

P:\aspub\CONTRACT\ROD\LANDSCAPE MASTER RFSQ\1 - RFSQ NOTICE.doc

Enc.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR
LANDSCAPE MAINTENANCE SERVICES



Approved January 24, 2006
Donald L. Wolfe
Director of Public Works

By: Willie H. Gray
Deputy Director

REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR

LANDSCAPE MAINTENANCE SERVICES

TABLE OF CONTENTS

PART I

SECTION 1 – INTRODUCTION

- A. Background, Objective, and Scope
- B. Vendors' Conference
- C. Statement of Qualifications Requirements and Contract Specifications
- D. Interpretation of Request for Statement of Qualifications
- E. Vendor Registration
- F. Local Small Business Enterprise Preference Program
- G. Living Wage Program
- H. GAIN/GROW Program
- I. Child Support Compliance Program
- J. Jury Service Program
- K. Vendor's Charitable Contribution Compliance
- L. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company

SECTION 2 – STATEMENT OF QUALIFICATIONS PREPARATION AND SUBMISSION

- A. Statement of Qualifications Format and Content Requirements
- B. Statement of Qualifications Submission

SECTION 3 – GENERAL CONDITIONS OF REQUEST FOR STATEMENTS OF QUALIFICATIONS

- A. Knowledge of Work to be Done
- B. Withdrawal of Statement of Qualifications
- C. Invalid Statement of Qualifications
- D. Altering Solicitation Document
- E. Acceptance or Rejection of Statement of Qualifications
- F. Qualification of Vendor
- G. Vendor's Safety Record
- H. Qualifications of Subcontractors
- I. Opening of Statement of Qualifications
- J. Disqualification of Vendors
- K. Disclosure of Contents of Statement of Qualifications
- L. County Lobbyists
- M. Gratuities
- N. Determination of Vendor Responsibility

- O. Vendor Debarment
- P. Safely Surrendered Baby Law

SECTION 4 – EVALUATION OF STATEMENT OF QUALIFICATIONS; AWARD AND EXECUTION OF CONTRACT

- A. Evaluation of Statement of Qualifications
- B. Initial Review
- C. Evaluation Criteria
- D. Recommendation of Evaluation Committee
- E. Award of Contracts
- F. Final Contract Award by Board

SECTION 5 – PROTEST POLICY

- A. Protest Process
- B. Grounds for Review
- C. Solicitation Requirements Review
- D. Place to Submit Requests for Review
- E. Disqualification Review
- F. Proposed Contractor Selection Review
- G. County Review Panel Process

FORMS

- PW-1 Verification of Statement of Qualifications
- PW-2 (Omitted for this RFSQ process)
- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
- PW-4 Contractor's Industrial Safety Record
- PW-5 Conflict of Interest Certification
- PW-6 Vendor's Reference List
- PW-7 Vendor's Equal Employment Opportunity Certification
- PW-8 List of Subcontractors
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form
- PW-10 GAIN/GROW Employment Commitment
- PW-11 Transmittal Form to Request an RFSQ Solicitation Requirements Review
- PW-12 Charitable Contributions Certification

LIVING WAGE FORMS

- LW-1 Los Angeles County Code Chapter 2.201 - Living Wage Program
- LW-2 Living Wage Ordinance - Application for Exemption
(If requesting exemption, submit at least seven days before due date for Statement of Qualifications)
- LW-3 Contractor Living Wage Declaration
- LW-4 Living Wage Acknowledgment and Statement of Compliance

LW-5	Labor/Payroll/Debarment History
LW-6	Guidelines for Assessment of Vendor Labor Law/Payroll Violations
LW-7	Vendor's Medical Plan Coverage
LW-8	(Omitted for this RFSQ process)

ATTACHMENTS

1. Policy on Doing Business with Small Business
2. Debarred Vendors Report

PART II

SAMPLE NOTICE TO BIDDERS LETTER

AGREEMENT TABLE OF CONTENTS

SAMPLE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

EXHIBITS

- A. Scope of Work
- B. Service Contract General Requirements
 - Section 1 - Interpretation of Contract
 - Section 2 - Standard Terms and Conditions Pertaining to Contract Administration
 - Section 3 - General Conditions of Contract Work
 - Section 4 - Indemnification and Insurance Requirements
 - Section 5 - Contractor Responsibility and Debarment
 - Section 6 - Contractor Employee Jury Service Program
 - Section 7 - Local Small Business Enterprise Preference Program
 - Section 8 - Safely Surrendered Baby Law Program
 - Section 9 - Compliance with Living Wage Program
- C. Internal Revenue Service Notice 1015
- D. Safely Surrendered Baby Law Posters
- E. PW-2, Schedule of Prices
- F. LW-8, Cost Methodology
- G. Special Provisions

PART I
REQUEST FOR STATEMENT OF QUALIFICATIONS

SECTION 1

INTRODUCTION

A. Background, Objective, and Scope

The County of Los Angeles Department of Public Works (Public Works) maintains various jobsites throughout the County where landscape maintenance services are required. Solicitations for landscape maintenance services are issued at various times to ensure that qualified landscape maintenance contractors are engaged for each location. Solicitations may weigh experience and other qualifications along with price to identify the vendor that offers the most advantageous combination of responsiveness to the solicitation, responsibility, and price. Through this Request for Statement of Qualifications (RFSQ), Public Works will identify a pool or list of responsive, responsible, and well-qualified landscape maintenance service vendors to whom Public Works will announce future solicitations for landscape maintenance services as the need arises over the following three years.

When the need arises for landscape maintenance services at a particular location or group of locations, each qualified vendor will be asked to submit a bid to meet that need. Such requests for bids will deem each listed contractor equally qualified. Award of the contract will be to the lowest bidder, subject to the County's Local Small Business Enterprise Preference Program, if applicable. Public Works reserves the right to impose additional requirements, qualifications, bonding, and/or insurance requirements in special situations.

Public Works reserves the right at any time without notice and at its sole discretion to add qualified vendors to the list, to delete vendors for cause from the list, to require previously qualified vendors to resubmit and verify their qualifications, to increase or reduce the qualifications necessary to remain on the list, and to discontinue the list and adopt another method of obtaining landscape maintenance services.

B. Vendors' Conference

Each Vendor or an authorized representative must attend a Vendors' Conference to be held at the place, date, and time announced in the Notice of Request for Statement of Qualifications. **ALL INTERESTED VENDORS OR THEIR AUTHORIZED REPRESENTATIVE MUST ATTEND THIS CONFERENCE.** Statements of Qualifications received from Vendors not signed in as attending this Conference will be rejected as nonresponsive. Vendors are

encouraged to be prepared to ask questions concerning the RFSQ requirements, specifications, terms, and conditions. Questions may address concerns that the application of minimum requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Vendors, or due to unclear instructions, may result in Public Works not receiving the best possible responses from Vendors. Upon conclusion of the Vendors' Conference, Public Works will only provide further clarifications, and/or answers concerning this solicitation through an addendum(s) to all who attended the Conference, time permitting. If it is discovered that a Vendor contacted and received material information from any County personnel, other than the contract analyst named in the Notice of Request for Statements of Qualifications, regarding this solicitation, the County, in its sole determination, may disqualify their proposal from further consideration.

C. Requirements for Statements of Qualifications and Contract Specifications

1. Requirements for Statements of Qualifications are explained in Part I of this RFSQ.
2. The Contract specifications are fully described in Part II, Sample Agreement; in Exhibit A, Scope of Work; and Exhibit B, Service Contract General Requirements. Vendors are also requested to review Attachment 1, Policy on Doing Business with Small Business; and Attachment 2, Debarred Vendors Report.
3. Dates and times of the Vendors' Conference and for the submission of Statement of Qualifications are set forth in the Notice of Request for Statement of Qualifications.

D. Interpretation of Statement of Qualifications

The definitions and other rules of interpretation set forth in Part II, Sample Agreement, and Exhibit B, Section 1, Interpretation of Contract, also apply to interpretation of this RFSQ.

E. Vendor Registration

Vendors must register on-line with the County's web-based vendor registration system to facilitate the contract award process. Registration is accessible through the "Doing Business with Us" link on the County's Internet Home Page at www.lacounty.info.

F. Local Small Business Enterprise Preference Program

1. In evaluating bids for a particular location or group of locations, the County will give preference to businesses that are certified by the County as a Local

Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. Vendors who wish to be considered for this preference should do so by using the Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form (Form PW-9). A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by Office of Affirmative Action Compliance (OAAC) as meeting the requirements with OAAC set forth in 1 and 2 above. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

2. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/smbus/default>.

G. Living Wage Program

1. Vendors are advised that the Board has enacted the Living Wage Program (Form LW-1) for contracts awarded under the authority of County Code Chapter 2.121.250 through 420 ("Proposition A"). In doing so, the Board made a finding that the Living Wage Program was not only to provide living wage and health benefits to employees working on these County contracts, but it is also intended to relieve the County of the burden for providing social and health services to persons who receive less than a living wage. Any contract resulting from this solicitation will be awarded under the Proposition A authority. The Living Wage Program requires contractors to pay their full-time employees providing these requested services a living wage. The County has established the living wage as \$9.46 per hour without health benefits and \$8.32 per hour with health benefits. For contractors/subcontractors to qualify for the lower wage rate, the contractor/subcontractor shall pay at least \$1.14 per hour toward the provision of a bonafide health care, vision, and/or dental benefit plan for each employee and any dependents during the term of this contract. Contractors/Subcontractors will not be allowed to pay less than \$1.14 per hour toward an employee health benefit and pay the difference to the employee. Each Vendor shall complete the Contractor Living Wage Declaration (Form LW-3) and submit it with the Statement of Qualifications or, if appropriate, may submit the Application for Exemption (Form LW-2)

at least seven days prior to the Statement of Qualifications submission deadline. The requirements and terms of the Living Wage Program are nonnegotiable. Statement of Qualifications that fail to comply with the requirements of the Living Wage Program will be considered nonresponsive.

2. Vendor is further notified that throughout the term of the contract(s) resulting from this solicitation, the Vendor and its subcontractor(s) will be required to submit periodic monitoring reports for each employee providing services under the contract(s), certifying under penalty of perjury, the hours worked, wages paid, and amounts paid towards each employee's health benefits.
3. At any time during the term of the contract(s) resulting from this solicitation, the County may conduct an audit of the successful Vendors' records as well as field visits with the Vendors' employees to ascertain compliance with the Living Wage Program.
4. Also, the successful Vendors will be required to place specified living wage posters at their place of business and locations where the Vendors' employees are working. The successful Vendors will also be required to distribute County-provided notices to each of its employees providing services to the County at least once per year.
5. Violations of the provisions of the Living Wage Program will subject the successful Vendors to withholding of monies owed it under the contract(s), liquidated damages, possible termination and/or debarment from future County contracts for up to three years.
6. Any Vendor who submits false information may be barred from participating in this solicitation and future County solicitations/contracts for up to three years.

H. GAIN/GROW Program

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunity for Work (GROW) programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for contract award. Vendors shall certify compliance on Form PW-10, GAIN/GROW Employment Commitment.

I. Child Support Compliance Program

Vendors shall fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees and comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the noncompliant contractor (Los Angeles County Code Chapter 2.202).

J. Jury Service Program

1. The resultant contract(s) from this RFSQ will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code, Chapter 2.203). Vendors should carefully read the pertinent jury service provisions in the Sample Agreement (Part II, Exhibit B, Service Contract General Requirements, Section 6). The Jury Service Program applies to both contractors and their subcontractors. Vendors who fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the Vendor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
3. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor." The Jury Service Program defines "contractor" to mean a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or

subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of the contract, is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

4. If a contractor does not fall within the Jury Service Program's definition of "contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the Contractor Employee Jury Service Program Application for Exception and Certification Form (Form PW-3) and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Vendor's application, the County will determine, in its sole discretion, whether the Vendor falls within the definition of "contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

K. Vendor's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-12. A completed Form PW-12 is a required part of any agreement with the County.

In Form PW-12, prospective contractors certify either that:

1. They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act

(including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County contract; or

2. They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County contractors that do not complete Form PW-12 as part of the solicitation process may, in the County's sole discretion, be disqualified for contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

L. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company

The Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form PW-1, Verification of Proposal. Failure of the Vendor to provide this information may eliminate its proposal/bid from any further consideration.

SECTION 2

STATEMENT OF QUALIFICATIONS PREPARATION AND SUBMISSION

A. Statement of Qualifications Format and Content Requirements

Statements of Qualifications shall be presented in the sequence, with the content, and in the format stated below. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the Statement of Qualifications:

1. Title page that shows the Vendor's name, project title, local address, telephone number, and date of submittal.
2. Comprehensive Table of Contents for material included in the Statement of Qualifications.
3. Letter of Transmittal signed by a person legally authorized to enter into contracts for the Vendor. The letter must include a brief statement of the Vendor's understanding of the work to be accomplished and a list of names of individuals authorized to make representations for the Vendor, their titles, addresses, and telephone numbers.
4. A comprehensive description of the Vendor's capabilities, in sufficient detail and scope to provide for a meaningful evaluation, comparison, and assessment. The narrative should discuss each of the following subject areas, with emphasis on how the Vendor measures up to the minimum requirements and the evaluation criteria (Part I, Sections 4.B, Initial Review and 4.C, Evaluation Criteria):
 - Background;
 - Organization (provide a chart or outline of the firm's organizational structure); and
 - Specific information regarding length and quality of experience providing services of the type described in these specifications (**minimum experience requirements Part I, Section 4.C.2, Experience**). Submit resumes of the firm, principals, managing employees, on-site supervisors, other key staff, and subcontractors.
5. Work Plan which describes the Vendor's procedures, techniques, and methods that would be employed in meeting the objectives outlined in Exhibit A, Statement of Work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, badges, equipment, uniforms, identification, safety, communications, and quality control.

6. Vendor shall describe its Quality Assurance Program (Program) that will ensure that landscape services are performed in accordance with commonly accepted commercial practices, the National Arborist Association, American Society of Landscape Architects, and the County's contract requirements and recommendations. The Program must ensure that the delivery of all services outlined in Exhibit A, Statement of Work is completed in a timely manner, how services will be free of defects, and how those results will be achieved. The Program must comprehensively address the Vendor's organizational process for consistently delivering those requirements. The Program will also be required to adopt and adhere to any special provisions that may be included within an Invitation to Bid that has specification in addition to the Statement of Work contained within this document.

At a minimum, the Program outlined in your proposal shall address in detail:

- a. Policies and Procedures – Quality control procedures for the Vendor, subcontractors, and suppliers must be outlined and must include a qualified inspector(s) to be provided by Vendor to monitor compliance of the Program and deal with customer complaints and inquiries. If a subcontractor is to perform work, the Program must detail how that subcontractor will interface with the Vendor and how the Vendor will ensure that the subcontractor complies with the Program.
 - b. Inspection Fundamentals – The Vendor shall provide samples of forms that outline required operations and quality levels. The proposal must indicate the Vendor's inspection schedules, a methodology to correct deficiencies, level of supervision, and how the inspections are to be performed. The proposal shall document the name, authority, relevant experience, and qualifications of person with overall responsibility for the inspection system.
 - c. Quality Control Documentation, Review, and Reporting – The Program shall describe and list the records to be maintained. The Program will detail how the Vendor will maintain inspection records and make them available to the County.
7. If subcontractors are to be used, submit a description of their proposed assignments, qualifications, experience, staffing, and schedules. Subcontractors, if any, shall be subject to all requirements set forth in this RFSQ that are applicable to contractors in general.
 8. Provide copies of the company's financial statements prepared by a certified public accountant for the last three full fiscal years. Statements should include the company's assets, liabilities, and net worth. At a minimum, statements must include a balance sheet (statement of financial position), income statement, statement of operations, and retained earnings

statement. If audited statements are available, these should be submitted. Income tax returns and personal financial records are unacceptable. Financial records will not be held confidential unless they are properly designated as trade secrets in accordance with Part I, Section 3.K, Disclosure of Contents of Statement of Qualifications.

9. Submit copies of the Vendor's, employees', and/or subcontractors' valid Pest Control Advisor and Pest Control Operator licenses and arborist certification required to perform the work.
10. Submit proof of current, valid insurance coverage that meets the requirements outlined in Part II, Exhibit B, Section 4, Indemnification and Insurance Requirements or a statement acknowledging that the required insurance coverage will be provided prior to commencing work under the proposed contract(s).
11. The Vendor is required to comply with State and Federal labor regulations and record keeping requirements. The objective of this subsection A.10 is to determine the appropriateness, scope, and suitability of the procedures the Vendor uses and the internal controls in place to ensure the Vendor complies with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area, it is critical that the Vendor submit a detailed description of the processes, and the steps associated with those processes, that the Vendor has in place.

It behooves the Vendor to provide additional details to ensure a clear picture of the Vendor's processes and controls. Vendors must answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable.

Vendor must describe its employee labor-payroll record keeping system and the controls in place that ensure ongoing regulatory compliance. Include, at a minimum, a detailed discussion of the following:

- a. Discuss how employee hours actually worked are tracked. The detailed explanation must include, but not be limited to:
 - i. Where do Vendor's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? If the latter is Vendor's practice/process, when does Vendor consider the employees' shift to have started? At a central site or upon arrival at the work location?
 - ii. How does Vendor know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method.

- iii. What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by Vendor of actual time worked? Are the records maintained daily or on another frequency? Who creates these records (e.g., employee, a supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create Vendor's payroll? Provide a copy of these records.
 - iv. If the records created in response to subsection A.10.3.iii. above are not used to create Vendor's payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?
 - v. How does Vendor firm know that employees take mandated breaks and meal breaks (periods)? Does Vendor maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?
- b. Discuss how Vendor's payroll is prepared and how Vendor ensures that employee wages are appropriately paid. The detailed explanation must include, but not be limited to:
- i. How are Vendor's employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g., deductions for taxes, etc.)? Provide a copy of a check and check stub (cover up or block out bank account information) that shows deduction categories.
 - ii. If Vendor uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and Vendor's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?
 - iii. If Vendor uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has

multiple wage rates (i.e., County's Living Wage rate for County work and Vendor's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?

- iv. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how Vendor calculates the day's wages for each situation described in the following two examples: 1) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are paid at a different rate than the County's Living Wage rate and 2) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are also paid the County's Living Wage rate.
 - v. How does Vendor calculate overtime wages? What if the employee has multiple wage rates?
12. Additional information that is not presented elsewhere and is essential to a fair evaluation, must appear in the last section of the Statement of Qualifications and be labeled "Additional Information." If there is no additional information the Vendor wishes to present, this section will consist of the statement: "There is no additional information we wish to present."

13. Forms List

Complete and submit the following forms which are included in this RFSQ package:

- PW-1 Verification of Statement of Qualifications;
- PW-2 Omitted for this RFSQ process;
- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form;
- PW-4 Contractor's Industrial Safety Record;
- PW-5 Conflict of Interest Certification;
- PW-6 Vendor's Reference List;
- PW-7 Vendor's Equal Employment Opportunity Certification;

- PW-8 List of Subcontractors;
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form;
- PW-10 GAIN/GROW Employment Commitment;
- PW-11 Transmittal Form to Request an RFSQ Solicitation Requirements Review;
- PW-12 Charitable Contributions Certifications;
- LW-2 Living Wage Ordinance – Application for Exemption (If requesting exemption, submit at least seven days before due date for Statement of Qualifications);
- LW-3 Contractor Living Wage Declaration;
- LW-4 Living Wage Acknowledgment and Statement of Compliance;
- LW-5 Labor/Payroll/Debarment History;
- LW-7 Vendor's Medical Plan Coverage; and
- LW-8 Omitted for this RFSQ process.

13. Subcontractors' Forms List

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFSQ that are applicable to contractors in general. If subcontractors are to be employed, Vendor must submit a statement of their proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each subcontractor contemplated:

- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form;
- PW-4 Contractor's Industrial Safety Record;
- PW-5 Conflict of Interest Certification;
- PW-7 Vendor's Equal Employment Opportunity Certification;

- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only);
- PW-10 GAIN/GROW Employment Commitment Form;
- PW-12 Charitable Contributions Certifications;
- LW-2 Living Wage Ordinance – Application for Exemption (If requesting exemption, submit at least seven days before due date for Statement of Qualifications);
- LW-3 Contractor Living Wage Declaration;
- LW-4 Living Wage Acknowledgment and Statement of Compliance; and
- LW-5 Labor/Payroll/Debarment History.

B. Statement of Qualifications Submission

1. Statement of Qualifications shall be submitted with four complete copies (one original and three copies) of the Statement and any related information. Statement of Qualifications received after the closing date and time specified in the Notice of Request for Statements of Qualifications will be rejected by Public Works as nonresponsive.
2. Submit Statements of Qualifications to the County of Los Angeles Department of Public Works Lobby Cashier, located on the Mezzanine floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package which clearly identifies the Vendor and this RFSQ. Statements of Qualifications are submitted only when accepted and time stamped by the Lobby Cashier. All other indications of apparent timely delivery may be disregarded.
3. It is the responsibility of the Vendor to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Statements of Qualifications directly to the Lobby Cashier. Statements of Qualifications submitted via fax or e-mail will not be accepted.
4. Statements of Qualifications delivered by other means, including United States Postal Service, may be delayed in Public Works' mail system, resulting in untimely delivery to the Cashier and possible failure to meet the submission deadline. Delays and missed deadlines for submission of Statements of Qualifications not delivered in strict compliance with this RFSQ shall be the sole responsibility of the Vendor, not of the County, Public Works, or any Special District.

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR STATEMENT OF QUALIFICATIONS

A. Knowledge of Work to be Done

By submitting a Statement of Qualifications, Vendors shall be held to have carefully read the solicitation document and all attachments, satisfied themselves before the delivery of their Statement of Qualifications as to their ability to meet all of the difficulties attending the execution of the proposed work, and agreed that if awarded a contract, no claim will be made against the County based on the solicitation document, including, without limitation, claims based on any ambiguity or misunderstanding.

B. Withdrawal of Statement of Qualifications

Vendors may withdraw their Statement of Qualifications anytime before the date and hour set for submission set forth in the Notice for Request for Statement of Qualifications upon presentation of a written request to the Director signed by an authorized representative of the Vendor or by the person filing the Statement of Qualifications.

C. Invalid Statement of Qualifications

It is the sole responsibility of the Vendor to see that its Statement of Qualifications is properly received by Public Works before the submission deadline. Vendors shall bear all risks associated with private delivery services or with delays in the U.S. Mail.

Statement of Qualifications submitted in any manner other than as required pursuant to Part I, Section 2.B.2-4 of this solicitation document and Statement of Qualifications not time stamped by Public Works Cashier before the date and hour set for submission set forth in the Notice for Request for Statement of Qualifications will not be considered and will be returned to the Vendor unopened.

D. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Vendor shall render their Statement of Qualifications irregular and may cause its rejection.

E. Acceptance or Rejection of Statement of Qualifications

The right is reserved to reject any or all Statements of Qualifications not suitable in the judgment of the Board/Director to be in the best interests of the County/Public Works. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Statement of Qualifications.

Statements of Qualifications signed by an agent other than an officer of a corporation or a member of a general copartnership must be submitted with a power of attorney authorizing such signature; otherwise, the Statement of Qualifications will be rejected as irregular and unauthorized.

F. Qualification of Vendor

Vendors who cannot give satisfactory assurance as to their ability to carry out the intended contract(s), based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed contract will not be placed on the resultant list. Vendors are encouraged to submit records of work of similar nature, size, or extent to that proposed under these Specifications. A reasonable inquiry to determine the responsibility of a Vendor will be conducted. The unreasonable failure of a Vendor to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility with respect to such Vendor. Unfamiliarity with the type of work required by Public Works may be sufficient cause for rejection of the Statement of Qualifications.

G. Vendor's Safety Record

A review of the Vendor's safety record will be made before the award. Vendors are required to submit this information, with their Statements of Qualifications, on the Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Vendor's safety record may be sufficient cause for rejection of the Statement of Qualifications.

H. Qualifications of Subcontractors

Vendors shall list all subcontractors to be used on the List of Subcontractors (Form PW-8). The use of subcontractors shall be subject to Public Works' approval. Subcontractors shall be properly licensed under the laws of the State of California for the type of work which they are to perform. Alternate subcontractors shall not be listed for the same work.

I. Opening of Statement of Qualifications

Statements of Qualifications will not be publicly opened.

J. Disqualification of Vendors

More than one Statement of Qualifications from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Vendor has interest in more than one Statement of Qualifications for the work contemplated will cause the rejection of all Statements of Qualifications in which such Vendor has interest.

If there is reason for believing that collusion exists among the Vendors, none of the participants in such collusion will be considered in this or future Statements of Qualifications.

K. Disclosure of Contents of Statement of Qualifications

All Statements of Qualifications in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of contract(s) to the Board and that letter appears on the Board's agenda, all Statements of Qualifications will become a matter of public record and will be regarded as public records, except those parts of each Statement of Qualifications which are defined by the Vendor as business or trade secrets, plainly marked as "trade secret," and deemed excluded from disclosure under the California Public Records Act. Designation of all or substantial portions of the Statement of Qualifications as "trade secret" or inappropriate designation of portions of the Statement of Qualifications as "trade secret" may result in the Statement of Qualifications being rejected as nonresponsive. The County will not, in any way, be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

L. County Lobbyists

Each County lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by Vendor submitting a response to this RFSQ shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Vendor's signature on the Statement of Qualifications is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by Vendor to fully comply with the County Lobbyist Ordinance shall be sufficient cause for rejection of the Statement of Qualifications.

M. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion, or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in being placed on the list and/or the award of a contract or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the Vendor being placed on the list and/or awarded a future contract.

A Vendor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or

(800) 544-6861. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

N. Determination of Vendor Responsibility

1. A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract(s). It is the County's policy to conduct business only with responsible contractors.
2. Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including, but not limited to, County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.
3. The County may declare a Vendor to be nonresponsible for purposes of this solicitation if the Board, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that a Vendor may not be responsible, Public Works will notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. Public Works will provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for Public Works' recommendation. If the Vendor fails to avail itself of the opportunity to rebut Public Works' evidence, the Vendor may be deemed to have waived all rights of appeal.
5. If the Vendor presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation,

make a recommendation to the Board. The final decision concerning the responsibility of the Vendor will reside with the Board.

6. These terms shall also apply to proposed subcontractors of Vendor on County contracts.

O. Vendor Debarment

1. The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that a Vendor may be subject to debarment, Public Works will notify the Vendor in writing of the evidence, which is the basis for the proposed debarment, and will advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or the Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision which will contain a recommendation regarding whether the Vendor should be debarred, and if so, the appropriate length of time of the debarment. The Vendor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. These terms shall also apply to proposed subcontractors of Vendor on County contracts.

P. Safely Surrendered Baby Law

The Vendor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Part II, Exhibit D of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 4

EVALUATION OF STATEMENT OF QUALIFICATIONS; AWARD AND EXECUTION OF CONTRACT

A. Evaluation of Statement of Qualifications

1. All responses to this RFSQ become the property of the County. Upon receipt of the Statement of Qualifications as specified and evaluation of Statement of Qualifications in accordance with the evaluation criteria set forth below, Public Works may establish a list of qualified Vendors for this service from one or more of those submitting Statement of Qualifications. The proposed list may be submitted to the Director or Board for consideration and possible approval.
2. The County may require whatever evidence it deems necessary relative to the Vendor's financial stability.
3. The County reserves the sole right to judge the Vendor's written and oral representations. The County may make on-site inspections of Vendor's current jobs.

B. Initial Review

Statements of Qualifications will first be reviewed on a Pass/Fail basis. Statements of Qualifications not meeting all of these requirements may be rejected as nonresponsive:

1. The Safety Records of Vendor and subcontractor, if any, shall reflect that they have provided services in a safe manner.
2. Vendor shows an ability to meet insurance requirements, outlined in Exhibit B, Section 4, Indemnification and Insurance.
3. Vendor and subcontractors, if any, have met the GAIN/GROW requirements (Form PW-10).
4. Vendor and subcontractors, if any, have submitted the Charitable Contributions Certification (Form PW-12), if required.
5. Vendor and subcontractors, if any, have submitted the Jury Service Program Application for Exception and Certification Form (PW-3) stating that they accept and will comply with the program requirements or establishing their entitlement to an exception to the program.
6. Vendor and subcontractors, if any, have signed all appropriate forms.

7. Vendor submitted copies of the Vendor's, employees', and/or subcontractors' valid Pest Control Advisor and Pest Control Operator licenses and arborist certification.
8. Vendor is signed in as attending the Vendors' Conference.
9. Statement of Qualifications was time stamped by the Cashier prior to the deadline for submission of the Statement of Qualifications.

C. Evaluation Criteria

Statements of Qualifications passing the first step will be evaluated based on the following criteria:

1. References (30 points)

Public Works will check at least three of the Vendor's references for overall satisfaction with Vendor's services, with priority given to services provided to County departments. One or more unfavorable references may result in rejection of the Statement of Qualifications.

References may be contacted by telephone, fax, mail, express delivery, or e-mail. It is the Vendor's responsibility to ensure that accurate and timely contact information is included in their Statement of Qualifications. Public Works will ordinarily not make repeated attempts to contact references and will ordinarily not contact the Vendor to correct bad phone numbers, etc. It is the Vendor's responsibility to ensure that its references respond promptly to Public Works' requests for information.

2. Experience (30 points)

Vendors or their managing employees must have a minimum of five years' experience performing the type of service solicited for business, commercial, and/or government institutions. In addition, the Vendor's on-site supervising employee must have at least two years' supervising experience in providing landscape maintenance services for business, commercial, and/or government customers. Failure to demonstrate the minimum lengths of experience performing the service may result in rejection of the Statement of Qualifications.

The evaluators may award a maximum of 30 points for the quality and quantity of experience of the Vendor and its key personnel and subcontractors in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Vendor's description of its capabilities, resumes of key personnel (Part I, Section 2.A.4), and any other relevant information. Significant unacceptable weakness in quality or

quantity of experience may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Statement of Qualifications.

3. Financial Resources for Living Wage Contracts (5 points)

The Statement of Qualifications may be submitted to Public Works financial staff for comments to assist the evaluators. The Vendor's financial statements or annual reports will be evaluated on the extent to which the statements demonstrate that the Vendor has financial and business stability ensuring it can continue to pay the living wage as defined in this Part I, Section 1.F, and can perform the work throughout the term of any subsequent contract(s). Financial statements or annual reports that are incomplete or unaudited (compiled, reviewed, or self-prepared) may be given less weight. A score of zero in this evaluation category may result in rejection of the Statement of Qualifications.

4. Work Plan (20 points)

Scoring of the Vendor's detailed Work Plan will be based on the extent to which it demonstrates that the Vendor is likely to fulfill the tasks and requirements as set forth in Exhibit A, Statement of Work, respond to contingencies and emergencies, render timely and responsive service to Public Works, and exceed a workmanlike level of quality in the service and work product produced. The evaluation committee may make this determination from all relevant information presented which may include, but is not limited to, Vendor's written Work Plan, staffing plan, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Exhibit A, Scope of Work, such as personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, identification badges, safety, communications, and quality control.

The staffing plan shall, at a minimum, provide for on-site supervision by a supervisor with at least two years' experience providing landscape maintenance services for business, commercial, or governmental customers.

Significant unacceptable weakness in any of the Work Plan subject areas may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Statement of Qualifications.

5. Quality Assurance Program (10 Points)

Scoring of the Vendor's Quality Assurance Program will be based on the extent to which it demonstrates that the Vendor is likely ensure that the

delivery of all services outlined in Exhibit A, Statement of Work, is completed in a timely manner, free of defects, and how these results will be achieved. The evaluation committee may make this determination from all relevant information presented in the Vendor's written Quality Assurance Program which may include, but is not limited to, policies and procedures, inspection fundamentals as well as a description of quality control documentation, review, and reporting.

The policies and procedures must include a qualified inspector(s) to be provided by Vendor to monitor compliance of the Program and deal with customer complaints and inquiries. If a subcontractor is to perform work under this Section, the Program must detail how that subcontractor will interface with the Vendor and comply with the Program.

Significant unacceptable weakness in any of the Quality Assurance Program subject areas may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Statement of Qualifications.

6. Demonstrated Controls over Labor/Payroll Record Keeping (5 points)

Vendor will be evaluated on the firm's labor/payroll record keeping system and regulatory compliance information (Part I, Section 2.10).

The County may conduct site visits to audit a vendor's labor/payroll record keeping system and processes.

Significant unacceptable weakness in the Vendor's Labor/Payroll Recording Keeping may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

7. Optional Interview

The County may, at its option, invite one or more Vendors to make a presentation and/or participate in an interview before a final selection is made. Evaluation criteria for presentations and interviews are the same as those for written Statement of Qualifications. A separate score will not be given for a presentation or interview, but the Vendor's performance may be considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any, to the Vendors who receive the highest scores in a preliminary scoring of Statement of Qualifications in accordance with the evaluation criteria set forth in this Part I, Section 4.C, Evaluation Criteria.

8. Deduction for Labor Law/ Payroll Violations

Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations with substantially increased deductions for failure to disclose reportable violations, as set forth in Form LW-6, Guidelines for Assessment of Vendor Labor Law/Payroll Violations. "Pending Claim" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board before a contract is awarded.

9. Additional Criteria

These criteria are not exclusive. The County reserves the right to apply additional evaluation criteria.

D. Recommendation of Evaluation Committee

1. Unless good cause exists to withhold recommendation of one or more vendors for the benefit of the County, the evaluators will recommend each vendor who achieves a qualifying score for placement on the list of qualified contractors. In the absence of any reason for disqualification or rejection, a score of 75 will be deemed qualifying.
2. Upon receiving such recommendation, in the Director's sole discretion, the Director may approve or disapprove of any or all of the recommended vendors. Upon placement on the list, the qualified vendors will become eligible to submit bids for landscape maintenance contracts solicited by Public Works.

E. Award of Contracts

Upon timely submission of a bid when requested by Public Works, the qualified vendor identified by Public Works as the low bidder may be recommended to the Board for the award of a contract for landscape maintenance services at the Public Works facilities identified in the invitation for bids. The selected vendor shall sign and return the contract, together with original copies of the required insurance certification (and original performance bond, if required), within seven days after notification by Public Works of intent to recommend award of the proposed contract to the Board.

F. Final Contract Award by Board

Notwithstanding a recommendation by Public Works, the Board retains the right to exercise its judgment concerning the selection of a vendor(s) and the terms of any resultant agreement, and to determine which vendor(s) best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

SECTION 5

PROTEST POLICY

A. Protest Process

1. Any actual or prospective Vendor may file a protest in connection with the solicitation or award of a Board-approved service contract. The Vendor challenging the decision of Public Works bears the burden of proof in its claim that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.
2. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

B. Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements
- Review of a Disqualified Statement of Qualifications
- Review of Public Works' Proposed Contractor Selection

C. Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting Form PW-11, Transmittal Form to Request an RFSQ Solicitation Requirements Review, along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

1. The request for a Solicitation Requirements Review is received by Public Works not more than 10 business days after issuance of the RFSQ.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a Statement of Qualifications.
3. The request for a Solicitation Requirements Review itemizes, in appropriate detail, each matter contested and factual reasons for the requested review.

4. The request for a Solicitation Requirements Review asserts either that:
 - Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantage the Vendor; or
 - Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Vendors.
5. The Solicitation Requirements Review shall be completed and Public Works' determination shall be provided to the Vendor, in writing, within a reasonable time prior to the Statement of Qualifications due date.

D. Place to Submit Requests for Review

All Requests for Review should be submitted to:

County of Los Angeles Department of Public Works
Administrative Services Division
Attention Mr. Rod Tirona
900 South Fremont Avenue
Alhambra, CA 91803
Fax (626) 458-4194

E. Disqualification Review

1. A Statement of Qualifications may be disqualified from consideration because Public Works determined it was a nonresponsive Statement of Qualifications at any time during the evaluation process. If Public Works determines that a Statement of Qualifications is disqualified due to nonresponsiveness, Public Works will notify the Vendor in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Vendor may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied.
3. A Disqualification Review shall only be granted under the following circumstances:
 - a. The firm/person requesting a Disqualification Review is a Vendor;
 - b. The request for a Disqualification Review is submitted timely; and
 - c. The request for a Disqualification Review asserts that the determination of disqualification due to Statement of Qualifications nonresponsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

4. The Disqualification Review shall be completed and the determination shall be provided to the Vendor, in writing, prior to the conclusion of the evaluation process.

F. Proposed Contractor Selection Review

1. Debriefing Process

- a. Upon completion of the evaluation, and prior to entering negotiations with the selected Vendor, Public Works will notify the remaining Vendors in writing that Public Works is entering negotiations with another Vendor. Upon receipt of the letter, the Vendor may request a debriefing within the time specified in the letter. A debriefing will not be provided unless the request is made within the timeframe specified.
- b. The purpose of the debriefing is to compare the Vendor's response to the solicitation document with the evaluation document. The Vendor shall be debriefed only on its response. Because the contract process has not been completed, responses from other Vendors shall not be discussed.
- c. If the Vendor is not satisfied with the results of the debriefing, it may, within five business days of the debriefing, request a review on the grounds and in the manner set forth below for review of Public Works' recommendation for contract award.

2. Proposed Contractor Selection Review

- a. The Vendor may submit a written request for a Proposed Contractor Selection Review if it asserts that its Statement of Qualifications should have been determined to have had a qualifying score but was not because of one of the following reasons:
 - i. Public Works materially failed to follow procedures specified in the RFSQ. This includes:
 - (1) Failure to correctly apply the standards for reviewing the Statement of Qualifications format requirements.
 - (2) Failure to correctly apply the standards and/or follow the prescribed methods for evaluating the Statement of Qualifications specified in the RFSQ.
 - (3) Use of evaluation criteria that were different from the evaluation criteria disclosed in the RFSQ.

- ii. Public works made identifiable mathematical or other errors in evaluating Statement of Qualifications, resulting in the Vendor receiving an incorrect score and not being selected for placement on the list.
 - iii. A member of the evaluation committee demonstrated bias in the conduct of the evaluation.
 - iv. Another basis for review as provided by State or Federal law.
- b. Upon completing the Proposed Contractor Selection Review, Public Works will issue a written decision to the Vendor within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. If the Vendor is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

G. County Review Panel Process

- 1. If the Vendor is not in agreement with the results of Public Works' Proposed Contractor Selection Review, the Vendor may submit a written request for a review by a County Review Panel.
- 2. Upon completion of the Panel's Review, the Panel will forward its report to Public Works, which will provide a copy to the Vendor.

P:\aspub\CONTRACT\ROD\LANDSCAPE MASTER RFSQ13 - RFSQ-PART I-PROPA.doc

**TABLE OF FORMS
(LIVING WAGE CONTRACT)**

PW-1	VERIFICATION OF STATE OF QUALIFICATIONS
PW-2	(Omitted for this RFSQ process)
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	VENDOR'S REFERENCE LIST
PW-7	VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN/GROW EMPLOYMENT COMMITMENT
PW-11	TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION

LIVING WAGE PROGRAM

LW-1	LOS ANGELES COUNTY CODE CHAPTER 2.201 - LIVING WAGE PROGRAM
LW-2	LIVING WAGE ORDINANCE - APPLICATION FOR EXEMPTION (If requesting exemption, submit at least seven days before due date for Statement of Qualifications)
LW-3	CONTRACTOR LIVING WAGE DECLARATION
LW-4	LIVING WAGE ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE
LW-5	LABOR/PAYROLL/DEBARMENT HISTORY
LW-6	GUIDELINES FOR ASSESSMENT OF VENDOR LABOR LAW/PAYROLL VIOLATIONS
LW-7	VENDOR'S MEDICAL PLAN COVERAGE
LW-8	(Omitted for this RFSQ process)

ATTACHMENTS

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT

VERIFICATION OF STATEMENT OF QUALIFICATIONS

DATE: , 200	THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:		
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE:			
DECLARANT INFORMATION			
3. NAME OF DECLARANT:			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE VENDOR(S).			
5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE VENDOR IS:			
VENDOR INFORMATION			
6. Vendor's full legal name:			
7. Vendor's fictitious business name or dba (if any):			
8. The Vendor's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor			
<input type="checkbox"/> A corporation:		Corporation's principal place of business:	
		State of incorporation:	
		President/CEO:	
		Secretary:	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. This proposal is made without collusion with any other person, firm, or corporation. The Vendor has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Vendor's own knowledge. The Vendor has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this proposal is accepted, the Vendor will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.			
<input type="checkbox"/> (1) I am making these representations on my personal knowledge; 11. CHECK ONE: OR <input type="checkbox"/> (2) I am making these representations based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that the foregoing is true and correct.			
Signature of Vendor or Authorized Agent:			
Type name and title:			

FORM PW-2

OMITTED FOR THIS RFSQ PROCESS

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or Vendor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
(Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT**

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____

SERVICE BY VENDOR _____

PROPOSAL DATE: _____

This information must include all work undertaken in the State of California by the Vendor and any partnership, joint venture or corporation that any principal of the Vendor participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual Vendor. The Vendor may attach any additional information or explanation of date which the Vendor would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	2001	2002	2003	2004	2005	Total	Current Year to Date
1. Number of contracts							
2. Total dollar amount of Contracts (in thousands of dollars)							
3. No. of fatalities							
4. No. of lost workday cases							
5. No. of lost workday cases involving permanent transfer to another job or termination of employment							
6. No. of lost workdays							

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Vendor or Authorized Agent (print) _____

Signature _____

Date _____

CONFLICT OF INTEREST CERTIFICATION

I, _____

- ☐ sole owner
☐ general partner
☐ managing member
☐ President, Secretary, or other proper title) _____

 of _____
 Name of Vendor

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____

Date _____

VENDOR'S REFERENCE LIST

PROPOSED CONTRACT FOR: _____

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Vendor during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Vendor's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The Vendor has a written policy statement prohibiting any discrimination in all phases of employment.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	The Vendor periodically conducts a self- analysis or utilization analysis of its work force.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	The Vendor has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the Vendor has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input type="checkbox"/> YES <input type="checkbox"/> NO

Vendor	
Authorized representative	
Signature	Date

LIST OF SUBCONTRACTORS

The Vendor is required to fill in the following blanks.

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

[illegible]

All Vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
	Owners/Partners/Associates		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☐ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to Vendor's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title
Firm Name	Date

TRANSMITTAL FORM TO REQUEST AN RESQ SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION**YES****NO**

Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. () ()

OR

Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. () ()

Signature

Date

Name and Title (please type or print)

LOS ANGELES COUNTY CODE**Chapter 2.201****Living Wage Program**

2.201.010 Findings. The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services, thereby placing an additional burden on the county of Los Angeles. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions. The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect. This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.60 Employer retaliation prohibited. No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights. In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter, a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and Remedies. For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. **Other Laws.** This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. **Collective Bargaining Agreements.** Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501 (c)(3) of the Internal Revenue Code.
- D. **Small Businesses.** This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.100 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

P:\ASPUB\CONTRACT\ROD\LANDSCAPE MASTER RFSQ4 - RFSQ-TOF-PROPA.DOCDOC 02/2001

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:			
Company Address:			
City:		State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194 :

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (*you must attach the IRS Determination Letter*).
- ☐ My business is a Small Business (*as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return*) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; **AND**
- ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (***you must attach the agreement***); **AND**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:	
SIGNATURE:		DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

- ☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME:

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:

SIGNATURE:

DATE:

PLEASE PRINT NAME:

TITLE OR POSITION:

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☐ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☐ I have read the provisions of the RFSQ describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☐ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the Vendor's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☐ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature

Print Name and Title

Print Name of Firm

Date

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	Street Address:
	City, State, Zip:
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

GUIDELINES FOR ASSESSMENT OF VENDOR LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION Vendor Name: _____ Contracting Department: _____ Department Contact Person: _____ Phone: _____	RANGE OF DEDUCTION _____ (Deduction is taken from the maximum evaluation points available)	
	Vendor Fully Disclosed	Vendor <i>Did Not</i> Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that Vendor has a record of very serious violations.*	8 - 10% Consider investigating a finding of Vendor non-responsibility**	16 - 20% Consider investigating a finding of Vendor non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that Vendor has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of Vendor non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that Vendor has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that Vendor has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that Vendor does not have a record of violations.*	0	N/A

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a Vendor's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by Vendor
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

REQUESTED INFORMATION ON THE VENDOR'S MEDICAL PLAN COVERAGE

Vendor: _____

Name of Vendor's Health Plan: _____

Date: _____

(Please use a separate form for each health plan offered by the Vendor to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE VENDOR OR VENDOR'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Vendor's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Vendor's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	

LW-7 – VENDOR'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE VENDOR OR VENDOR'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

☐ Becomes eligible for health insurance coverage after ____ days of employment.

☐ Is defined as an employee who is employed more than ____ hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ____ DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ____ DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ____ DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ____ DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS ____ DAYS.

OMITTED FOR THIS RFSQ PROCESS



COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name:	<u>Automation Data Solutions</u>	
Principal Owners:	Renee Setero	
Debarment Start Date:	March 4, 2003	Debarment End Date: March 3, 2006

Vendor Name:	<u>2X, Inc. a.k.a. LA Internet, Inc.,</u> <u>2X Access</u> <u>Internet Business International</u> (Referred to collectively as "LA Internet")	
Principal Owners:	Ken Reda Albert Reda Louis Cherry	
Debarment Start Date:	September 9, 2003	Debarment End Date: September 8, 2006

Vendor Name:	<u>MTS Advanced Corp.</u>	
Principal Owners:	Emir Khan Zulaine Hernandez	
Debarment Start Date:	February 8, 2005	Debarment End Date: February 7, 2008

Vendor Name:	<u>Advanced Building Maintenance Co.</u>	
Principal Owners:	Michael Sullivan Erlinda Sullivan	
Debarment Start Date:	June 14, 2005	Debarment End Date: June 13, 2008



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

XXXXXX XX, 200X

IN REPLY PLEASE

REFER TO FILE: AS-0

SAMPLE NOTICE TO BIDDERS REQUEST FOR BIDS [AND NOTICE OF WALKTHROUGH] FOR LANDSCAPE MAINTENANCE SERVICES AT [NAME OF LOCATION(S)]

Public Works will recommend to the Board of Supervisors the award of contracting to the lowest bidder for landscape maintenance services at [name of location(s)]. Sealed bids must be submitted **not later than dd, mm, 200X, at 5 p.m.** to:

County of Los Angeles Department of Public Works
Public Works Cashier
Mezzanine Floor
900 South Fremont Avenue
Alhambra, CA 91803

Public Works will conduct a mandatory walkthrough of this (these) location as follows:

Public Works will accept bids under the following terms and conditions:

1. Attendance by the bidder or an authorized representative at the walkthrough is mandatory. Public Works will reject bids from those whose attendance at the walkthrough cannot be verified.
2. Bid forms PW-2, Schedule of Prices, and LW-8, Cost Methodology, both enclosed, should be submitted in a sealed envelope displaying the name and address of the bidder and addressed to: Administrative Services Division, Landscape Maintenance Services, at (Location). No responsibility is assumed for mislabeled bids or those filed at the wrong location.
3. Public Works will reject bids that are not time stamped by the Cashier prior to the above deadline for submission.
4. Public Works may reject a bid if the bidder has not signed and submitted all of the appropriate forms.

5. Bidders must submit copies of valid Pest Control Advisor and Pest Control Operator's licenses and arborist certification under which the bidder will perform the requested work.
6. Bids will be subject to adjustment in accordance with the County's Local Small Business Enterprise Preference Program.
7. By submitting a bid, bidder shall be held to have carefully read this notice and all attachments, satisfied themselves before the delivery of their bid as to their ability to meet all of the difficulties attending the execution of the proposed work, and agreed that if awarded a contract, no claim will be made against the County based on this notice or the original Request for Statement of Qualifications, including, without limitation, claims based on any ambiguity or misunderstanding.
8. No cost-of-living adjustments shall be granted for the optional renewal periods.
9. If determined to be the lowest bid, the selected bidder will be recommended to the Board for the award of a contract for landscape maintenance services at the Public Works facilities identified. The selected bidder shall sign and return the contract, together with original copies of the required insurance certification (and original performance bond, if required), within seven days after notification by Public Works of intent to recommend award of the proposed contract to the Board.
10. Bid shall be a firm offer and may not be withdrawn for a period of 120 days following the last day to submit bids.
11. The right is reserved to reject any or all bids that in the judgment of the Board and/or Director are not responsible, responsive, or otherwise not in the best interests of the County/Public Works. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a bid.
12. Bids signed by an agent other than an officer of a corporation or a member of a general copartnership, shall be submitted with a power of attorney authorizing such signature; otherwise, the bid may be rejected as nonresponsive and unauthorized.

13. It is the responsibility of the bidder to calculate the bid price to take into consideration any possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District(s), or Director do not presume what future costs may be or the rate of wages that may become necessary to pay employees of the contractor for the work performed during the contract period.
14. Bids will not be publicly opened.
15. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder has interest in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder has interest. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future bids.
16. If the total annual amount arrived at by multiplying the unit price by the number of units does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the bidder's intentions. If the total annual amount is entered for the item, but not the unit price, the monthly price will be derived by dividing the total amount proposed for the item by the number of units as representing the bidder's intentions. If items are incorrectly totaled, the corrected total will be considered as representing the bidder's intentions.
17. All bids in response to this notice will become the exclusive property of the County. At such time as Public Works recommends the award of the contract to the Board and that recommendation appears on the Board's agenda, all bids will be regarded as public records, except those parts of each bid which are defined by the bidder as business or trade secrets and plainly marked as "trade secret." Designation of all or substantial portions of the bid as "trade secret" or inappropriate designation of portions of the bid as "trade secret" may result in the bid being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.
18. It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a bidder with the implication, suggestion, or

statement that the bidder's provision of the consideration may secure more favorable treatment for the bidder in being placed on the list and/or the award of a contract or that the bidder's failure to provide such consideration may negatively affect the County's consideration of the bidder's submission. A bidder shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

A bidder shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the bidder's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash; discounts; services; or the provision of travel, entertainment, or tangible gifts.

19. Notwithstanding Public Works' contract award recommendation to the Board, the Board retains the right to exercise its judgment concerning the selection of a bidder and the terms of any resultant agreement, and to determine which bidder best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.
20. A person or entity may seek a Solicitation Requirements Review by submitting ENCLOSURE A, Transmittal Form to Request an IFB Solicitation Requirements Review, along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:
 - The request for a Solicitation Requirements Review is received by Public Works not more than 10 business days after issuance of the IFB.
 - The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a bid.

- The request for a Solicitation Requirements Review itemizes in appropriate detail each matter contested and factual reasons for the requested review.
- The request for a Solicitation Requirements Review asserts either that:
 - Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantage the Bidder; or
 - Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Bidders.

The Solicitation Requirements Review shall be completed and Public Works' determination shall be provided to the bidder, in writing, within a reasonable time prior to the submission of bids due date.

21. Bidder may challenge Public Works' determination of low bidder based on County's Protest Policy outlined in the Request for Statement of Qualification for landscape maintenance services issued on mm/dd/yy.

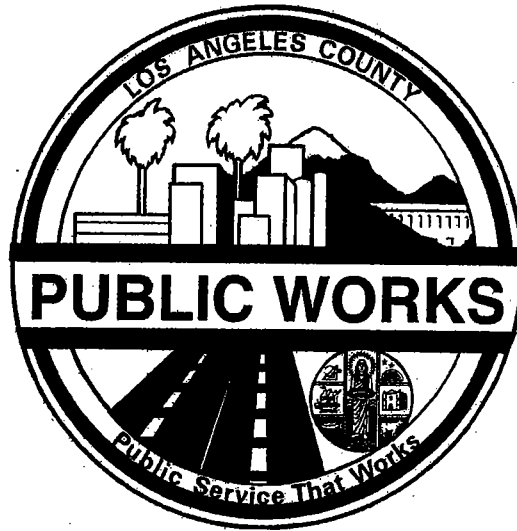
RT

P:\aspub\CONTRACT\ROD\LANDSCAPE MASTER RFSQ\5 - RFSQ-NOTICE RE BIDS.doc

Enc.

Part II

Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

[CONTRACTOR'S NAME]

FOR

LANDSCAPE MAINTENANCE SERVICES AT
(LOCATION)

TABLE OF CONTENTS

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES AT (LOCATION)

	PAGE
SAMPLE AGREEMENT	1-4
EXHIBIT A Statement of Work	A.1-29
EXHIBIT B Service Contract General Requirements	
Section 1 Interpretation of Contract	
A. Headings.....	B.1
B. Definitions.....	B.1
C. Ambiguities or Discrepancies.....	B.2
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Assurance of Compliance with Civil Rights Laws.....	B.3
B. Conflict of Interest.....	B.3
C. Consideration of Hiring County Employees Targeted for Layoffs.....	B.3
D. Consideration of Hiring GAIN/GROW Employees.....	B.3
E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement.....	B.4
F. Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	B.4
G. County Lobbyists.....	B.4
H. Nondiscrimination in Employment.....	B.5
I. County's Quality Assurance Plan.....	B.6
J. Notice to Employees Regarding the Federal Earned Income Credit.....	B.6
K. Recycled-Content Paper Products.....	B.6
L. Publicity.....	B.6
M. Termination for Improper Consideration.....	B.7
N. Warranty Against Contingent Fees.....	B.7
O. Compliance with Applicable Laws.....	B.8
P. Legal Status of Contractor's Personnel at Facility.....	B.8
Q. No Payment for Services Following Expiration or Termination of Contract.....	B.8
R. Limitation of the County's Obligation Due to Non-appropriation of Funds.....	B.9
S. Gratuitous Work.....	B.9
T. Assignment and Delegation.....	B.9
U. Subcontracting.....	B.10
V. Governing Laws.....	B.10
W. Notice of Delay.....	B.10
X. Record Retention and Inspection.....	B.11
Y. Validity.....	B.11
Z. Waiver.....	B.11
AA. Default and Termination.....	B.11
BB. Notification.....	B.14

	CC. Changes and Amendments of Terms.....	B.15
	DD. Confidentiality.....	B.15
	EE. Contractor's Charitable Activities Compliance.....	B.15
	FF. Record Retention and Inspection/Audit Settlement.....	B.16
Section 3	General Conditions of Contract Work	
	A. Labor.....	B.18
	B. Public Convenience.....	B.18
	C. Cooperation.....	B.18
	D. Care and Protection of Facilities.....	B.18
	E. Equipment, Labor, Supervision, and Materials.....	B.18
	F. Permits/Licenses.....	B.18
	G. Quality of Work.....	B.18
	H. Quantities of Work.....	B.19
	I. Cooperation and Collateral Work.....	B.19
	J. Authority of Public Works and Inspection.....	B.19
	K. Safety Requirements.....	B.19
	L. Public Safety.....	B.19
	M. Work Area Controls.....	B.19
	N. Transportation.....	B.20
	O. Storage of Material and Equipment.....	B.20
	P. Jobsite Safety.....	B.20
	Q. Labor Law Compliance	B.20
	R. Overtime	B.20
	S. Prohibition Against Use of Child Labor	B.20
Section 4	Indemnification and Insurance Requirements	
	A. Independent Contractor Status.....	B.22
	B. Indemnification.....	B.22
	C. Workplace Safety Indemnification.....	B.22
	D. General Insurance Requirements.....	B.23
	E. Compensation for County Costs.....	B.24
	F. Insurance Coverage Requirements for Subcontractors.....	B.24
	G. Insurance Coverage Requirements.....	B.25
Section 5	Contractor Responsibility and Debarment.....	B.27
Section 6	Contractor Employee Jury Service Program	
	A. Contract Subject to Jury Service Program.....	B.28
	B. Written Employee Jury Service Policy.....	B.28
Section 7	Local Small Business Enterprise Preference Program.....	B.30
Section 8	Safely Surrendered Baby Law Program	
	A. Notice to Employees Regarding the Safely Surrendered Baby Law..	B.31
	B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.....	B.31
Section 9	Compliance with Living Wage Program	
	A. Living Wage Program.....	B.32
	B. Payment of Living Wage Rates.....	B.32
	C. Contractor's Submittal of Certified Monitoring Reports.....	B.34

D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll Violation and Claims.....	B.34
E.	County Auditing of Contractor Records.....	B.34
F.	Notifications to Employees.....	B.35
G.	Enforcement and Remedies.....	B.35
H.	Use of Full-Time Employees.....	B.37
I.	Contractor Retaliation Prohibited.....	B.37
J.	Contractor Standards.....	B.37
K.	Neutrality in Labor Relations.....	B.37

EXHIBIT C	Internal Revenue Service Notice 1015
EXHIBIT D	Safely Surrendered Baby Law Posters
EXHIBIT E	PW-2, Schedule Of Prices
EXHIBIT F	LW-8, Cost Methodology
EXHIBIT G	Special Provisions

P:\aspub\CONTRACT\ROD\LANDSCAPE MASTER RFSQ\6 - RFSQ-TOC-AGREEMENT-PROP A.doc

SAMPLE AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES AT
(LOCATION)

THIS AGREEMENT is made and entered into this ____ day of _____, 200x, by and between COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and [NAME OF CONTRACTOR], a [form of entity] (hereinafter referred to as CONTRACTOR).

RECITALS

WHEREAS, COUNTY Department of Public Works (Public Works) has solicited statements of qualifications to identify one or more contractors qualified to provide landscape maintenance services under this AGREEMENT; and

WHEREAS, having reviewed and evaluated the statements submitted, Public Works has developed a list of responsible landscape maintenance contractors; and

WHEREAS, Public Works having found the CONTRACTOR to be a qualified, responsible landscape maintenance provider pursuant to the Request for Statements of Qualifications issued on January XX, 2006; and

WHEREAS, the CONTRACTOR having submitted the lowest bid for the described work in accordance with the Invitation for Bids issued on _____.

AGREEMENT

NOW THEREFORE, CONTRACTOR, for the consideration hereinafter set forth and the acceptance by COUNTY and CONTRACTOR'S bid filed with COUNTY on _____, 200x, hereby agrees to provide landscape maintenance services as described in the attached specifications, including, but not limited to, Exhibit A, Scope of Work.

FIRST: This AGREEMENT, Exhibits A (Statement of Work), B (Service Contract General Requirements), C (Internal Revenue Service Notice 1015), D (Safely Surrendered Baby Law Posters), E (Form PW-2, Schedule of Prices), and F (Form LW-8, Cost Methodology), all attached hereto and incorporated by reference in this AGREEMENT, are agreed by COUNTY and CONTRACTOR to constitute integral parts of this AGREEMENT.

SECOND: COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay CONTRACTOR pursuant to Exhibit H (Form PW-2, Schedule of Prices), an amount not to exceed \$_____ per year (Maximum Contract Sum), or such greater amount as the Board may approve.

THIRD: This Contract's initial term shall be for a period of ____ year(s) commencing upon Board approval and execution by the parties. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of ____ years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FOURTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Exhibit H, Form PW-2, Schedule of Prices.

FIFTH: Payments will be made for all work performed to the satisfaction of the Director upon receipt of a claim from CONTRACTOR. CONTRACTOR shall present invoices in triplicate (one original and two copies) for all work performed. CONTRACTOR'S claim will clearly indicate this Contract's number, work order number, dates of service, location, type of services, and an itemized cost of labor and material. Public Works will only pay for hours actually worked by CONTRACTOR'S employees on the assigned project. Public Works reserves the right to request additional information it may deem necessary on the invoices. Public Works agrees to make payment to CONTRACTOR within 30 days of the receipt of a properly completed invoice from the CONTRACTOR. Invoices shall be sent to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SIXTH: In no event shall the aggregate total amount of compensation paid to CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

SEVENTH: CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

EIGHTH: CONTRACTOR shall not perform or accept work requests from Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manger when this Contract is within six months from expiration of the term as provided for hereinabove.

IN WITNESS WHEREOF, COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
MICHAEL D. ANTONOVICH
Mayor, Los Angeles County

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

STATEMENT OF WORK

A. Public Works Contract Manager

Public Works Contract Manager will be identified at the time of contract award. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Location

Jobsites will be located throughout the County of Los Angeles. The jobsites may be landscaped with turf, groundcover, shrubs, trees, and may be irrigated by manual and/or automatic irrigation systems.

C. General Work Requirements

The following are the general requirements governing the work to be performed and the manner of performance.

The Contractor shall:

1. Complete each task thoroughly in a professional manner. To this end, quality equipment and materials that comply with all current regulations shall be used.
2. Render and provide landscape and grounds maintenance services including, but not limited to, the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; pruning of trees and shrubs; control of weeds, vegetation disease, and pests; operation and repair of the irrigation systems, sprinkler heads, and risers; and maintenance of equipment. Such activities shall be performed pursuant to these Specifications and to the frequencies established by Public Works, as set forth herein and/or revised by Public Works in Exhibit G, Special Provisions. The specific frequencies per site identified in Exhibit E, Form PW-2, Schedule of Prices, shall govern the Contractor's completion of required operations.
3. Not work or perform any operations which may destroy or damage groundcover or turf areas during periods of inclement weather.
4. Recognize that during the course of this Contract, other activities may be conducted by County work forces and other contractors that may include, but are not limited to, landscape refurbishment, irrigation system modification or repair, construction, and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request made by the Contract Manager.

5. During the hours and days of maintenance service as identified in this Exhibit's paragraph L, Hours and Days of Maintenance Services, respond to all emergencies within two hours of notification.
6. Be required to clearly identify and equip each vehicle used at Public Works jobsites/facilities with decals on the exterior right and left front door panels, visible and readable from a distance of 50 feet, identifying the Contractor's name and phone number.
7. If required by the Contract Manager, submit work schedules for all phases of work performed that include mowing, irrigation system testing, maintenance, etc.
8. Recognize that the general provisions set forth in this Exhibit A may be modified by special provisions (Exhibit G, Special Provisions) set forth in this Contract for the specified jobsite/facility.

D. Management/Supervision

The Contractor shall:

1. Provide fully trained and qualified personnel as well as appropriate management, supervision, materials, supplies, and equipment.
2. Closely monitored its staff to detect operational irregularities and noncompliance with contractual requirements. The Contractor's executive, management, and supervisory staffs shall oversee these service activities, and shall not delay, ignore, or otherwise fail to fully comply with any contract obligations, task specifications, rate assignments, or reasonable requests of the Contract Manager.
3. Ensure its crew leader(s) and operational staff, as well as its supervisory and management staff, are fully versed in the operational mandates and time lines required by this Contract. The task requirements, schedules, and time lines for the jobsite(s)/facility(ies) shall be kept by each operating crew.
4. Ensure its executive, management, or supervisory staff provide ongoing observation and correction of operations to ensure compliance with these Specifications. Neither Public Works' deficiency notices, deductions, or inspections may be utilized or viewed as a substitution for the Contractor's ongoing direction and management of its employees.
5. Ensure its on-site supervisor has at least two years' supervising experience in providing landscape maintenance services for business, commercial, and/or government customers.

E. Ongoing General Maintenance Tasks

1. Mowing Operations

The Contractor shall:

- a. Perform mowing operations in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- b. Mow the turf with a reel-type mower equipped with rollers or a rotary-type mower. All mowing equipment shall be adjusted to the proper cutting heights and adequately sharpened.
- c. Mow turf species to appropriate height. Mowing heights may vary according to use parameters such as for special events and conditions. In general, cutting height shall be 2 to 3 inches high.
- d. Perform mowing operations on a schedule that is acceptable to the Contract Manager.
- e. Clean walkways immediately following each mowing so that no clippings create a hazardous or unsightly condition.
- f. Complete mowing of turf and cleanup at each facility in one continuous operation.

2. Mowing Site Inspection and Reporting

The Contractor shall:

- a. Prior to initiating a mowing operation, have the site inspected by a knowledgeable and responsible employee who will determine the practicality of initiating the operation. Litter shall not be shredded by mowers. Glass bottles shall not be driven over or broken. Excessively wet turf areas shall not be driven across. Damaged sprinkler heads and valve box covers shall be immediately replaced by the Contractor.
- b. If a mowing operation cannot be completed thoroughly within the designated time frame, immediately notify the Contract Manager.

3. Edging Operations

The Contractor shall:

- a. Keep all turf edges, including designed edges in flower beds, neatly edged and all grass invasions eliminated.
- b. Trim all turf edges including, but not limited to, those edges next to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams in a neat and uniform line.
- c. Complete all edging of turf and clean up in one continuous operation and in a manner that results in a well-defined, V-shaped edge that extends into the soil.
- d. Keep all turf edges limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.
- e. Keep all groundcover and flower bed areas maintained next to turf areas neatly edged and all grass invasions eliminated.
- f. Clear walkways immediately following each edging operation to ensure removal of accumulated debris and to limit hazardous and unsightly conditions.

4. Weed Removal Operations

The Contractor shall:

- a. Keep all grasslike weeds, morning glories, vine type weeds, ragweed, and other underground spreading weeds under strict control.
- b. Determine, in consultation with the County Contract Manager and subject to his or her instructions, the manner and method of weed control and removal. Methods for removal of weeds may incorporate one or more of the following:
 - Hand removal (mechanical)
 - Cultivation
 - Chemical Eradication
 - Mulching
- c. Remove and/or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, pavement, driveways, roadways, slopes, hillsides, bare areas, and undeveloped areas.

- d. Remove all weeds from shrub beds, planters, and other cultivated areas.
- e. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the Public Works, shall be made.
- f. Remove all dead weeds from the areas, after complete kill.
- g. Inspect all walkways, beds, planters, landscapes, and spot treating weeds as necessary.
- h. Maintain developed areas of a facility that have become denuded weed free.
- i. Leave in a natural state designated areas of a facility so that the plants' root systems are utilized to stabilize the soil. However, such areas may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons.

5. Litter Control Operations

The Contractor shall:

- a. Police and pick up litter thoroughly and completely to ensure a neat appearance in all areas being maintained by removing paper, nondecorating rocks, glass, trash, siltation, and other accumulated debris and undesirable materials. Litter control operations shall cover, but are not limited to, walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of slope to ten feet up or down the slope adjacent to developed areas, and catch basins.
- b. Complete policing, litter pick up, supplemental hand sweeping of parking space gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.
- c. Accomplish the complete removal, if a lake, pond, and/or stream are located on the jobsite(s)/facility(ies), of:
 - 1) Floating debris and litter in the lake(s), pond(s), and/or stream(s).
 - 2) Trash cans and any other large materials placed into lake(s), pond(s), and/or stream(s).

- 3) Submerged debris within ten feet of the incline of a lake(s), pond(s), and/or stream(s).
- d. Complete litter pick up as early in the day as possible, but in no case later than 11 a.m.
- e. Place litter picked up on-site in trash bin(s) and not in trash containers.
- f. Keep walkways clear of litter and debris from maintenance and irrigation operations, erosion, storm runoff, and wind. Turf, beds, planters, walkways, drainage areas, areas on slopes from the toe or top of the slope to ten feet up or down the slope adjacent to developed areas, roadways, parking spaces, lakes, ponds, and streams.

6. Raking Operations

The Contractor shall remove accumulation of leaves from all landscaped areas including beds, planters, and turf areas under trees and placed in appropriate trash bin(s).

7. Shrub Pruning and Hedge Trimming Operations

The Contractor shall:

- a. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- b. Trim all designated formal plant materials to maintain formal hedges and topiary work.
- c. Remove all dead shrubs.
- d. Remove all dead, diseased, unsightly branches, vines, or other growth as they develop. All groundcover shall be pruned to maintain a neat edge along planter box walls.
- e. Prune any runners that start to climb buildings, shrubs, or trees.
- f. Remove all pruned and/or trimmed plant material and place in appropriate trash bin(s) the same day.
- g. Maintain pruned shrubs in a natural shape and proper size as a continuous and ongoing operation so plants will not develop stray or undesirable growth.

8. Groundcover Operations

The Contractor shall:

- a. Trim all groundcover neatly away from shrubs, trees, walks, walls, headers, etc.
- b. Clear all groundcover beds of all debris, leaves, branches, papers, bottles, etc.
- c. Replace dead, missing, and unhealthy looking groundcover to maintain full, even, and healthy looking planting beds. Contractor shall submit a proposal for replacement of groundcover to the Contract Manager before beginning installation. Plants shall not be replaced with different types except to create or maintain a consistency in design.
- d. Cultivate the open soil between plants where planting permits.

9. Sweeping Operations

The Contractor shall:

- a. Check concrete areas for cracks, crevices, and deterioration. When found, the Contractor shall immediately notify Contract Manager.
- b. Clean walkways and steps including, but not limited to, the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed as part of the landscape, etc. Methods for sweeping of designated areas may incorporate one or more of the following:
 - Power pack blowers
 - Vacuums
 - Brooms
 - Push power blowers
- c. Be subject to local ordinances regarding noise levels, if the Contractor elects to use power equipment to complete such operations. The Contractor shall not use any power equipment on Monday through Friday, prior to 7 a.m., nor later than 3:30 p.m. Any schedule of such operations may be modified by Contract Manager in order to ensure that the public is not unreasonably subjected to noise.

- d. Perform hand sweeping of parking space gutters and other parking spaces in those areas inaccessible to power equipment.
- e. Control cleanup with power blowers such that debris is blown into piles and picked up. Contractor shall not utilize blowers to disperse debris onto street or blow back on to turf area.

10. Aerification Operations

The Contractor shall aerate all turf areas by using a device that removes 1/2-inch cores to a depth of 2 inches and not more than 6 inches of spacing.

11. Rodent Control Operations

The Contractor shall maintain all areas free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcovers, trees, and irrigation systems. Fumitoxin (Aluminum Phosphide) shall be used for this control, subject to the provisions of Section R, Use of Chemicals.

12. General Landscape Maintenance - Site Inspection and Reporting

The Contractor shall:

- a. Ensure, prior to proceeding with any general landscape maintenance task, the site is inspected by a knowledgeable and responsible employee who shall determine the practicality of initiating the operation.
- b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

13. Chemical Edging Detailing Operations

The Contractor shall:

- a. Use all chemicals in accordance with Section R, Use of Chemicals.
- b. Employ precautionary measures when using chemicals as all areas will be open for public access during application. Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift.

- c. Not apply water to treated areas for 48 hours after each application. Reapply per manufacturer's recommendation if rain occurs within 48 hours.
- d. Limit, where trees and shrubs occur in turf areas, all grass growth to at least 18 inches from the trunks of trees and away from the drip line of shrubs by use of approved chemicals. Shield trunks, stems, or foliage not to receive chemical application to avoid from damage.
- e. Perform linear chemical edging of turf boundaries in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A 6-inch barrier width shall be considered normal.
- f. Perform detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas in a manner that ensures operability, ease of location, and/or a clean appearance. A 6-inch barrier width shall be considered normal.
- g. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to Public Works, shall be made.
- h. Remove all dead weeds from the area, after complete kill.

14. Chemical Application - Site Inspection and Reporting

The Contractor shall:

- a. Ensure, prior to proceeding with any chemical application, that the site is inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation. Material Safety Data Sheets (MSDS) for each chemical shall be kept on-site.
- b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

15. Watering and Irrigation System Management

The Contractor shall:

- a. Since water requirements by plant vary according to the season and a particular year, pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration.

All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

- b. Provide adequate soil moisture, giving consideration to the soil conditions, humidity, minimizing runoff, and the relationship of conditions which affect day and night watering. This may include day time watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of 12 inches to determine the water penetration by random testing of the root zones.
- c. Regulate watering to avoid interference with any use of the roadways, pavements, walks, or areas designated for scheduled special events.
- d. Set, in the areas where wind creates problems of spraying water onto private property or road right of ways, the controllers to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.
- e. Control the irrigation system in such a way as not to cause any excessively wet or "water-logged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from overwatering and runoff drowning.
- f. Water new turf (up through the sixth mowing) immediately after mowing. Well established turf shall not be watered for at least four hours after mowing.
- g. Water all groundcover areas as needed to maintain a healthy condition with appropriate care being taken not to overwater in shady areas.
- h. Be responsible for the operation of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water deliver system of the area. All irrigation systems shall be regularly inspected and tested in accordance with these Specifications and frequencies specified in Exhibit E, PW-2, Schedule of Prices.
- i. Ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the

sprinkler heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.

16. Irrigation System Maintenance and Repair

The Contractor shall:

- a. Be responsible for maintenance of the irrigation system.
- b. Inspect and report the status of the irrigation system the Contract Manager.
- c. Adjust and clean sprinkler heads which may require the removal of the sprinkler head.
- d. Repair or replace sprinkler heads having a 1/2-inch inlet at Contractor expense.
- e. Repair/replace malfunctioning sprinkler heads within one watering cycle.
- f. Correct malfunctioning irrigation systems and equipment that are identified as the Contractor's responsibility within one watering cycle of identification or following verbal notification.
- g. Provide replacements of all P.V.C. schedule 80 nipples, caps, plugs, elbows, couplings, etc., from the laterals to the heads due to normal wear at Contractor expense.
- h. Provide replacements of all risers and swing joints due to normal wear at Contractor expense.
- i. Flush irrigation pipelines following repairs and replacements.
- j. Recover and refasten removed valve box covers.
- k. Confer with the Contract Manager regarding the need for replacement or relocation of inoperable sprinkler heads, including lateral pipes. As identified by the Contract Manager, the Contractor, at no additional cost, shall replace inoperable with operable sprinkler head(s) that are greater than a 1/2 inch and are supplied by Public Works.
- l. Follow the repair or replacement of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade.
- m. Notify Contract Manager of any damaged or inoperable major irrigation components, indicating the problem, location, size, and

type of irrigation equipment. Public Works will be responsible for the following components of the irrigation system: quick couplers, plumbing systems, remote control valves, gate valves, automatic controller repairs, and backflow devices.

- n. Replace all irrigation components provided by Public Works to the Contractor within 24 hours upon receiving the component from the Public Works.
- o. Not be required to perform a complete piping replacement of the irrigation system. Public Works will be responsible for the repair or replacement of leaking main and lateral irrigation lines.
- p. Complete replacement of irrigation components that are identified as the Contractor's responsibility within one watering cycle of determining damaged or inoperable irrigation component.
- q. Replace the irrigation system with originally specified parts/equipment of the same size and quality. Prior to the installation, the Contract Manger may approve the Contractor's request to use substitutes parts/equipment.

17. Irrigation System Operability and Testing Operation

The Contractor shall:

- a. In order to ensure the operability of the irrigation system, cycle controller(s) through each station manually and automatically check the function of all facets of the irrigation system include inspection of drip emitter, drip tubes, inspecting/clean and flush filters, etc., and report any damage or incorrect operation to the Contract Manager.
- b. During the testing:
 - 1) Adjust all sprinkler heads for the correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas, and private property.
 - 2) Unplug clogged heads and flush lines to free lines of rock, mud, and debris.
 - 3) Record and report all system malfunctions, damage, and obstructions to the Contract Manager and take corrective action.
 - 4) Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.

- c. In addition to regular testing, test and inspect all irrigation systems as necessary when damage is suspected, observed, or reported.
- d. Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Contract Manager.

18. Irrigation System Operability and Testing - Frequency

The Contractor shall:

- a. Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads once per month or more frequently if problems/conditions indicate a need.
- b. Inspect sprinkler heads and adjust and correct for coverage once per week.
- c. Repair and/or replace, as determined by the Contract Manager, damaged or inoperable sprinkler heads as needed.
- d. Visually inspect the system's impact on the jobsite(s)/facility(ies) once per week.
- e. Check valve boxes for safety and appropriate security once per week.
- f. Flush irrigation pipeline after repair or replacement of irrigation components as needed.
- g. If an automatic irrigation system or a portion of a system malfunctions, and is authorized by the Contract Manager, manually manipulate the system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Contract Manager may opt to pay the Contractor a supplement to continue the manual manipulation, or the Contract Manager may decide to terminate the supplemental irrigation.
- h. Clean/flush all filters, e.g., filter for backflow device once a year. Filter for drip irrigation system, if applicable, twice a year.

19. Watering and Irrigation System Management - Site Inspection and Reporting

The Contractor shall:

- a. Each time a jobsite/facility receives service, check the irrigation system malfunctions and hazards created by the system. A

comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This work shall be done by knowledgeable and responsible Contractor employees.

- b. Ensure that all its crews and supervisors working or reviewing a jobsite/facility reports malfunctions, hazards, and emergencies immediately to the Contract Manager.
- c. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.
- d. Ensure that all its crews and supervisors working or reviewing a jobsite/facility mitigate any observed hazards to the extent possible.

F. Seasonal Specialty Tasks

The following seasonal specialty tasks are to be performed at the request of the Contract Manager for which the Contractor will be compensated in accordance with Exhibit E, Form PW-2, Schedule of Prices.

1. Shrub and Tree Care/Pruning Operation

When requested, the Contractor shall:

- a. Prune trees to maintain good tree health and structure, enhance the appearance and provide the proper vertical and horizontal clearances as follows:
 - 1) All trees shall be pruned to remove dead, crowded, rubbing, and/or hazardous limbs and branches.
 - 2) Cuts shall be made according to the International Society of Arboriculture standards. Typically pruning cuts shall be perpendicular to the branch just outside of the raised branch bark collar.
 - 3) Trees shall be thinned to increase light and air penetration to the tree's crown and landscape below. Pruning shall provide an even distribution of foliage along large limbs and the lower portion of the crown. Do not remove an excessive amount of inner foliage and small branches. No more than a quarter of the tree's foliage may be removed at one time. Maintain at least half of the foliage on the lower two-thirds of the tree.
 - 4) Reducing cuts for clearance and to prevent encroachment onto private property shall be accomplished by pruning back leaders and branch terminals to lateral branches that are

large enough to assume the terminal roles (at least one-third of the diameter of the limb being pruned).

- 5) Mature trees should be pruned only to remove dead or potentially hazardous limbs.
 - 6) Properly stake and tie trees as necessary. Trees ties shall be inspected at least once a year to prevent bark wounds caused by abrasion. Removal of tree stakes shall be considered as soon as possible to encourage tree development.
 - 7) Routinely inspect trees for insects and diseases. Approved chemical sprays shall be applied, if required, for the following insect and disease infections: aphids, mealy bugs, mites, snails, whiteflies, thrips, gophers, fungus diseases, etc.
 - 8) Certified arborist shall conduct a site visit and provide a written report to the Contract Manager.
- b. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size as follows:
- 1) Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming.
 - 2) Under no circumstances shall hedge shears be used as a means of pruning.
 - 3) Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never leave short stubs. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.
 - 4) All limbs 12 inches or greater in diameter shall be undercut 12 to 18 inches from the limb's point of attachment to prevent splitting.
 - 5) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
 - 6) All equipment utilized shall be clean, sharp, and expressly designed for tree pruning.
 - 7) Climbing spurs shall not be used.

- 8) Topping trees shall not be permitted. Topping causes decay and can create hazards by producing multiple shoots that are weakly attached and often fail. The central leader shall be allowed to develop to prevent disfigurement and future hazards.
- c. Utilize the following pruning criteria:
 - 1) Removal of weak, diseased, insect infested, and damaged limbs as recommended by a certified arborist.
 - 2) Prune all trees for vertical and horizontal clearance. Such clearances are seven feet for pedestrian areas and walkways and 14 feet for vehicular roadways.
 - 3) Remove all crossed or rubbing limbs unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12- or 24-inch spacing.
 - 4) Thin all trees of smaller limbs to distribute the foliage evenly.
 - 5) Trim and shape all trees to provide a symmetrical appearance typical of the species.
 - 6) Cut all suckers and sprouts flush with the trunk or limb.
 - 7) Stubs are not permitted.
 - d. Report all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage to the Contract Manager.
 - e. Place special emphasis on public safety during pruning operations, particularly when adjacent to roadways.
 - f. Remove and dispose all trimming and debris off-site at the end of each day's work at Contractor's expense.
 - g. Remove and dispose off-site all trees, which are downed by either natural or unnatural causes. Where possible, stumps shall be removed to 12 inches below grade, wood chips removed, and backfilled with topsoil to grade.
 - h. Not "...take, possess, or needlessly destroy the nest eggs of any bird..." in accordance with Fish and Game Code, Section 3503. In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5185.

- i. Not trim palm trees during the bird nesting season of April 1 through June 30 unless otherwise approved by the Contract Manager.
- j. Prune trees as seasonally proper according to the International Society of Arboriculture.

2. Cultivating Operation

The Contractor shall:

- a. Take care to avoid unnecessary or excessive injury to the turf grass.
- b. Sweep or take the dislodged thatch from the turf areas and place in appropriate trash bin(s).
- c. Use standard renovating or vertical mowing type equipment.
- d. Vertically mow and remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.
- e. Renovation-Turf
 - 1) Renovate to the soil line and remove all excessive thatch in turf area.
 - 2) After thatch is removed and upon completion of turf renovation, all turf areas shall be overseeded, have top dressing or seed covered, and watered.
 - 3) Areas to be overseeded shall be seeded utilizing blends or mixtures at the rate application recommended by the Contract Manager.
 - 4) Mulch shall be spread evenly over the entire area to a uniform depth.
- f. Cultivate all planted areas to encourage water penetration, fertilizer absorption, and gaseous exchange.

3. Turf Reseeding/Restoration of Bare Areas Operation

The Contractor shall

- a. Overseed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.
- b. Seed these areas utilizing blends or mixtures at the rate of application by the Contract Manager.

- c. Once each year in the fall, overseed all turf areas after aerification and overseed all bare spots as needed throughout the remainder of the year to reestablish turf to an acceptable quality. The Contractor shall aerify, renovate, or verticut, seed, and top dress or seed cover (spread evenly over the entire area to a uniform depth of 1/4 inch) in this sequence. The Contract Manager may require the use of sod when deemed necessary.
- d. Be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor.
- e. Over seed at a rate of five pounds per 1,000 square feet and reseeding of bare areas shall be sown at a rate of eight pounds per 1,000 square feet. The following seed specifications shall be used for all over seeding and reseeding:

<u>Name</u>	<u>Prop</u>	<u>Purity</u>	<u>Germination</u>
Newport Blue Grass	20%	95%	90%
Lolium Perenne "Pennfine" Rye	26-1/3%	95%	85%
Pennant Rye	26-1/3%	95%	85%
Derby Rye	26-1/3%	95%	85%

4. Disease/Insect Control Operation

The Contractor shall:

- a. Maintain all landscaped areas free of disease and insects that could cause damage to plant materials, including, but not limited to, trees, shrubs, groundcover, and turf.
- b. Notify the Contract Manager immediately of any diseases, insects, or unusual conditions that might be developing.
- c. Provided, as needed, a disease control program to prevent all common diseases from causing serious damage. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

5. Plant Materials Operation

The Contractor shall:

- a. Provide plant materials that conform to the requirements of the landscape plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications shall be consulted to ensure

correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.

- b. Be allowed substitutions, but only with prior written approval by the Contract Manager.
- c. Use plant names that conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases where plant names are not covered, the custom of the nursery trade shall be followed.
- d. Provide the following level of quality:
 - 1) Plants shall be sound; healthy; vigorous; free from plant disease, insect pest, or their eggs; shall have healthy normal root systems and comply with all State and local regulations governing these matters; and shall be free from any noxious weeds.
 - 2) All trees shall be measured 6 inches above the ground surface.
 - 3) Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They shall be sturdy enough to stand safely without staking.
 - 4) Plant materials shall be symmetrical and/or typical for variety and species and conform to measures specified in the Plant List.
 - 5) All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the Contract Manager.
- e. Guarantee all shrubs to live and remain in healthy condition for no less than 30 days from the date of acceptance of the job by the Contract Manager.

6. Fertilization – Operation

The Contractor shall:

- a. Have approval of the Contract Manager prior to applying any fertilizer/micronutrient.

- b. Apply fertilizers by areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- c. Not less than one pound of actual available nitrogen in a balance fertilizer form for each 1,000 square feet of turf area.
- d. Provide fertilizers in an inorganic and granular form with an approximate ratio of 4-1-2.
- e. Fertilize areas utilizing ratios and mixtures recommended by the Contract Manager at the rate of application per the manufacturer's recommendation.

G. Maintenance Function Report

The Contractor shall maintain and keep current a report that records when all periodic, seasonal, additional work, and maintenance functions performed by the Contractor's personnel were completed. The report shall be in a form and content acceptable and available to the Contract Manager. It shall be submitted to the Contract Manager upon request within three working days.

H. Additional Work

- 1. The Contract Manager may authorize the Contractor to perform additional work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or improvements in order to add new, modify existing, or to refurbish existing landscaping and irrigation systems. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification. Authorized additional work that results in unanticipated labor expenses shall be paid by Public Works as specified in Exhibit E, Form PW-2, Schedule of Prices.
- 2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.
- 3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

I. Damage Caused by Contractor's Operations

1. All damage caused to Public Works/County property by the Contractor's operations shall be repaired, replaced, or remedied at the Contractor's expense as follows:
 - a. Irrigation system damage shall be repaired or replaced within one watering cycle.
 - b. All damage to shrubs, trees, turf, or groundcover shall be repaired or replaced within five working days.
 - c. Any plant material other than trees that dies due to Contractor's improper maintenance shall be replaced by the Contractor up to a maximum 15-gallon size at no cost to County. Damages to trees and other plant material due to circumstances beyond the Contractor's control will be remedied by the County.
 - d. Trees
 - 1) Damage to bark from the impact of mowing or edging equipment or damage caused by excessive pruning shall be inspected by a certified arborist for recommendations for treatment or replacement.
 - 2) If damage results in loss of a tree, the damaged tree shall be removed and replaced in accordance with the instructions of Contract Manager.
 - 3) If replacement with an equivalent size and type of tree is not practical, the Contractor shall be responsible for the value of the destroyed tree less the value of the replacement plant material.
 - e. Shrubs
 - 1) Minor damage may be corrected by appropriate pruning as required in the "Shrub Pruning and Hedge Trimming Operation" (see this Exhibit's paragraph E.7).
 - 2) Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials Operation" of the Seasonal Specialty Task Specifications (see this Exhibit's paragraph F.5).
 - f. All damages resulting from chemical operation, including spray-drift and lateral leaching, shall be corrected in accordance with best practices, and the soil conditioned or replaced as recommended by

an agronomical soil test and report to ensure its safety and ability to support plant life.

J. Office of Inquiries and Complaints

The Contractor shall:

1. Maintain an office at some fixed place located in the Los Angeles Metropolitan Area and shall maintain a telephone there, listed in the telephone directory in the Contractor's own name or in the firm name by which it is most commonly known, and as found on doors of maintenance vehicles. During the daily hours of maintenance operation, the Contractor shall have some responsible person(s) employed by the Contractor authorized to take the necessary action regarding all inquiries and complaints that may be received from the Contract Manager, County personnel, or patrons using the facilities. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one hour of such complaint by the answering service. Both the Contractor and an answering service shall have the ability to answer the inquiries and/or complaints in both English and Spanish.

During normal working hours, the Contractor's supervisor or manager of maintenance services shall be available for notification through electronic communications.

2. Maintain a written log of all complaints, date, time, and the action taken or reason for inaction. The log of complaints shall be available for inspection by the Contract Manager at all reasonable times.
3. Abate all complaints shall be abated to the satisfaction of the Contract Manager as soon as possible after notification, but in all cases within 24 hours. If any complaint is not abated within 24 hours, the Contract Manager shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Contract Manager within five days. If a complaint is not abated within the time specified or to the satisfaction of the Contract Manager, the Contract Manager may correct the specific complaint and the total cost incurred by the County may be deducted from the payments owing to the Contractor from the County.

K. Safety

1. The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain equipment, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements, including, but not limited to, full compliance

with the terms of the applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

2. It shall be the Contractor's responsibility to inspect and identify, any condition(s) that renders any portion of the premises unsafe as well as any unsafe practices occurring thereon. The Contract Manager shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.

L. Hours and Days of Maintenance Services

1. The basic daily hours of maintenance service, Monday through Friday, shall be as follows:
 - a. For the months of November through April, 7 a.m. to 3:30 p.m.
 - b. For the months of May through October, 6 a.m. to 3:30 p.m.
2. The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Contract Manager.

M. Maintenance Schedules

The Contractor shall:

1. Within ten days after the effective date of this Contract, submit a work schedule to the Contract Manager for review and approval. The work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning, and afternoon.
2. Submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the

Contract Manager for approval within five working days prior to scheduled time for the work.

3. Not construe the above provisions to eliminate the Contractor's responsibility in complying with the requirements to notify the Contract Manager for "Specialty Type" maintenance operation as set forth immediately below.
4. Notwithstanding the foregoing, notify the Contract Manager, in writing, at least two weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" maintenance operations are defined as:
 - a. Fertilization;
 - b. Turf renovation/reseeding;
 - c. Micronutrients/soil amendments;
 - d. Spraying of trees, shrubs, or turf;
 - e. Aesthetic tree pruning; and
 - f. Other items so designated by the Contract Manager.

N. Contractor's Staff

The Contractor shall

1. Provide sufficient personnel and supervision to perform all work in accordance with the Specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.
2. Establish an identification system for personnel assigned to each jobsite/facility. The identification system shall indicate to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and shall include appropriate uniform attire and/or name badges as approved by the Contract Manager.
3. Ensure each of its employees adhere to a basic standard of working attire. This standard is basically: uniforms, proper shoes and other gear required by State safety regulations, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.

O. Signs/Improvements

The Contractor shall not post signs or advertising matter on Public Works/County property unless prior approval is obtained from the Contract Manager.

P. Utilities

The Public Works will pay for all utilities with the exception of the telephone. However, water usage shall not exceed amount required to comply with irrigation schedules established by the Contract Manager. The Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess costs to be deducted from payments to the Contractor by County will be presented to the Contractor by the Contract Manager prior to actual deduction to allow for explanations.

Q. Non-Interference

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Should it be necessary to close a public area during the Contractor's operations, the Contractor shall commence the operation and close the area only at the direction of the Contract Manager.

R. Use of Chemicals

1. All Contractor work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be accomplished by a California Certified Applicator under the direction of a licensed Pest Control Advisor. In compliance with the California Food and Agricultural Code, the Contractor shall provide the Contract Manager with a copy of the valid Pest Control Applicator's and Pest Control Advisor's licenses or a copy of these licenses from the subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained.
2. A listing of proposed chemicals to be used, including commercial name, application rates, and type of usage shall be submitted to the Contract Manager for approval at the commencement of this Contract. No work shall begin until written approval of use is obtained from the Contract Manager.
3. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.

4. Records of all operations stating dates, times, methods of application, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor's recommendation for each application (site specific) shall be provided to the Contract Manager and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
5. All chemicals requiring a special permit for use shall be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Contract Manager.
6. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to by the Contractor.
7. Chemicals shall be applied when air currents are still, so as to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.

S. Specific Requirements

1. Locks and Keys

- a. Public Works may develop an initial chain and lock system with a specific number of replacement locks for controllers and valve/pump cover boxes during the term of this Contract. The Contractor shall be responsible for purchasing similar locks upon loss of any Public Works-owned locks initially provided to the Contractor. On a one for one exchange, Public Works will provide the Contractor with replacement locks for those that have been vandalized or are inoperable.
- b. Contractor may provide chain and lock system, at Contractor's expense.
- c. The Contractor shall:
 - 1) Be responsible for the series of keys provided by Public Works and shall in turn assign these keys to their personnel for use in maintaining these facilities outlined in these Specifications.
 - 2) Be held responsible for the proper use and safe keeping of all keys issued by the Public Works to the Contractor.

- 3) Report all lost or stolen keys to the Contract Manager within 24 hours of discovery of the loss. The Contractor shall reimburse Public Works for the cost, as determined by the Contract Manager of rekeying the location or duplicating additional keys.
- 4) Upon termination, cancellation, or expiration of this Contract, return all keys received from Public Works to the Contract Manager.
- 5) Not duplicate any keys provided by Public Works. California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six months imprisonment or a \$500 fine or both.

T. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. To assist in achieving this mandate, all contractors handling landscape materials for Public Works shall be required to divert all landscape materials from any landfills and cogeneration facilities. Landscape material utilized for alternate daily landfill cover is currently acceptable for diversion credit. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock for composting, cocomposting, mulching, soil amendment, and wood chip products.

The Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. In addition, the Contractor shall provide proof of delivery of the material and weight tickets (from an approved public or private scale) or a signed statement of verification that all above AB 939 requirements have been met.

U. National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

V. Performance Requirements and Liquidated Damages

1. Public Works will evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.

2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, review, sampling, and complaints.
3. Failure to perform contract work in accordance with these Specifications is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with these Specifications or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.
4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Contract Manager may excuse the incident or elect any remedy provided by this Contract.
5. In any case of the Contractor's failure to meet any one of these Specifications, Public Works may, in lieu of other remedies provided by law or this Contract, assess liquidated damages and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.
6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:
 - a. All the time limits and acts required to be done by both parties are of the essence of this Contract;
 - b. The parties are both experienced in performance of this Contract work;
 - c. This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform this Contract work in accordance with the terms and conditions of this Contract at the Contractor's stated price;
 - d. The parties are not under any compulsion to contract;

- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages of one and one-half times the amount shown under "Cost per Unit" in Exhibit E, Form PW-2, Schedule of Prices, for work not performed in accordance with these Specifications.

P:\aspub\CONTRACT\ROD\LANDSCAPE MASTER RFSQ\18 - RFSQ-EXHIBIT A - STATEMENT OF WORK.doc

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its EEO Certification

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.
2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration

shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination In Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.
2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).
3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contract.
6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
 - a. The Contractor shall develop all publicity material in a professional manner.

- b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
- c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

- 1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California, 91803-4737.
- 3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

N. Warranty Against Contingent Fees

- 1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses including, but not limited to, defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603) or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.
2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

- a. The County may, subject to the provisions of Subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor has materially breached this Contract; or
 - ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

- iii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part pursuant to this Subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are

in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time; provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.
4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as are required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either

contract termination or debarment proceedings or both. (County Code Chapter 2.202)

FF. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of the Contractor to comply with any of the provisions of this Section FF shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments

made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection FF.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

- c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and
 - d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the California Health & Safety Code or pursuant to any Federal, state, or local environmental law, regulation or mandate, administrative or judicial.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active

negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. **Insurer Financial Rating** - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
4. **Failure to Maintain Coverage** - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. **Notification of Incidents, Claims, or Suits** - The Contractor shall report to the County's Contract Manager:
 - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor

Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
 - a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
 - b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B.1 under this Contract:
 - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from or between such County facilities, if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.
2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. **Termination:** Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- 3. **Remedies for Payment of Less Than the Required Living Wage:** If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- 4. **Debarment:** In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time employee staffing plan. If Contractor changes its full-time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

P:\aspub\CONTRACT\ROD\LANDSCAPE MASTER RFSQ19 - RFSQ-EXHIBIT B-PROPA-CONTRACT GEN REQ.doc

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2003)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- **The IRS Form W-2, Wage and Tax Statement**, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).**
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Circular E (Pub. 15), Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafe-la.org



State of California
Department of Health and Human Services
Health and Human Services Agency
1501 North Hollywood Boulevard
North Hollywood, CA 91605-4000



Los Angeles County Board of Supervisors
County of Los Angeles Board of Supervisors
County Administration Center
400 North Main Street, 12th Floor
Los Angeles, CA 90012-1000
(213) 874-2000

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafe.la.org



¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Solo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no han a la cárcel si dejan a sus bebés en buenas manos, en cualquier sala de emergencias de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

SAMPLE SCHEDULE OF PRICES

FOR

LANDSCAPE MAINTENANCE SERVICES AT (LOCATION)

In accordance with these Specifications, the undersigned Bidder is herewith submitting the following prices for the performance of the work as described in these Specifications. The Bidder shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment and supplies, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum frequencies set forth below.

ITEM	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	COST PER UNIT	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	Monthly	_____	\$ _____	\$ _____
2.	All Management and Supervision	Monthly	_____	\$ _____	\$ _____
3.	Mowing				
	a. Warm Season April through November	Weekly	_____	\$ _____	\$ _____
	b. Cool Season December through March	Bi-weekly	_____	\$ _____	\$ _____
4.	Mechanical Edging				
	a. Turf Areas	Bi-Weekly	_____	\$ _____	\$ _____
	b. Groundcover	Monthly	_____	\$ _____	\$ _____
5.	Weed Removal				
	a. Walks, Beds, Planters, and Groundcover Hardscape	Weekly	_____	\$ _____	\$ _____
	b. Bare Areas	Monthly	_____	\$ _____	\$ _____
	c. Undeveloped Areas	Monthly	_____	\$ _____	\$ _____
6.	Litter Control	Weekly	_____	\$ _____	\$ _____

7.	Raking				
	a. Turf Under Trees	Monthly	_____	\$ _____	\$ _____
	b. Planter Beds and Planters	Bi-Monthly	_____	\$ _____	\$ _____
8.	Clearance Pruning/Hedge Trimming				
	a. Tree Safety Clearance/Tree Pruning	Monthly	_____	\$ _____	\$ _____
	b. Shrub Safety Clearance/Shrub Pruning	Monthly	_____	\$ _____	\$ _____
	c. Hedge Shaping/Trimming	Monthly	_____	\$ _____	\$ _____
	d. Groundcover Thinning	Monthly	_____	\$ _____	\$ _____
	e. Turf Reseeding	Semiannually	_____	\$ _____	\$ _____
9.	Sweeping – Hard Surfaces, Walks, and Steps	Weekly	_____	\$ _____	\$ _____
10.	Aerification	Annually	_____	\$ _____	\$ _____
11.	Rodent Control	Semiannually	_____	\$ _____	\$ _____
12.	Turf and Plant Fertilization	Semiannually	_____	\$ _____	\$ _____
13.	Chemical Application				
	a. Turf – detailing general turf areas with systemic herbicides	Bi-Monthly	_____	\$ _____	\$ _____
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	Monthly	_____	\$ _____	\$ _____

14.	Irrigation / Watering – Manual				
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	Monthly	_____	\$ _____	\$ _____
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	Monthly	_____	\$ _____	\$ _____
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	Monthly	_____	\$ _____	\$ _____
	d. Manual Watering of Turf and Shrubs, more often if necessary	Semiannually	_____	\$ _____	\$ _____

	\$ _____
--	----------

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS:		
PHONE	FAX	E-MAIL

EXHIBIT F
FORM LW-8

BIDDER:

[illegible]

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Minimum cost for health insurance is \$1.14/hour if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.

SPECIAL PROVISIONS

Special Provisions will be outlined when jobsite/facility are identified as part of the Initiation for Bids process.

P:\aspub\CONTRACT\ROD\LANDSCAPE MASTER RFSQ\12 - EXHIBIT G - SPECIAL PROVISIONS.doc

Comprehensive Table of Contents

List of Items

- A) Letter of Transmittal
- B) Vendor's Capabilities
- C) Work Plan
- D) Quality Assurance Program
- E) Subcontractors
- F) Financial Statements
- G) Licenses
- H) Proof of Valid Insurance
- I) Labor Regulations and Record Keeping Requirements
- J) Additional Information
- K) Forms List
- L) Subcontractors Form List

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

February 21, 2006

Mr. Donald L. Wolfe
Director of Public Works
Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803

Re: Statements of Qualifications for Landscape Maintenance Services

Dear Mr. Wolfe:

TruGreen LandCare proposes to furnish all labor, material and equipment necessary as identified in the Scope of Work for each individual contract.

Said work shall be performed per requirements and scope of services. TruGreen LandCare agrees that upon acceptance of any individual contract, TruGreen LandCare will commence all services as specified in the term of the contract.

This letter also serves to authorize the following list of names of individuals authorized to represent TruGreen LandCare and to sign any binding contract or agreement on behalf of TruGreen LandCare:

David G. Evans
Branch Manager
1323 West 130th Street
Gardena, California 90247
Phone: 310/354-1520 Fax: 310/323-4780

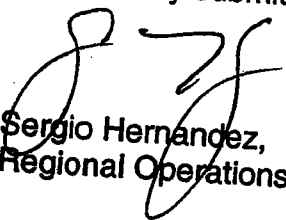
Joel Gay
Branch Manager
1150 West Trenton
Orange, California 92867
Phone: 714/628-1010 Fax: 714/628-1011

Raitis Ralsian
Branch Manager
1367 West 9th Street
Upland, California 91786
Phone: 909/920-4308 Fax: 909/920-9377

Page 2 of 2
Statements of Qualifications

Gary Scott
Branch Manager
7755 Deering Avenue
Canoga Park, California 91304
Phone: 818/346-7552 Fax: 818/346-6752

Respectfully submitted,



Sergio Hernandez,
Regional Operations Manager

Vendor's Capabilities

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

BACKGROUND AND EXPERIENCE

TruGreen LandCare, a California General Partnership, founded September 1, 1998 through the successful acquisition of many top landscape companies, has many years of experience and knowledge to serve our customers. We provide professional landscape maintenance to many public works and high profile projects.

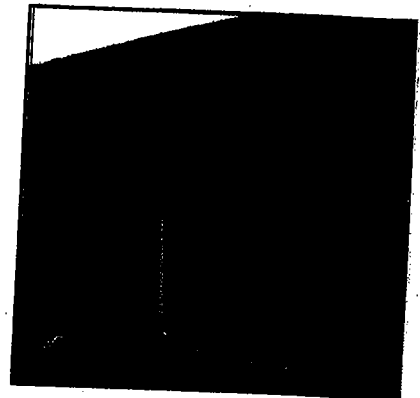
TruGreen LandCare has many branches that specialize in the managing of public works landscape maintenance contracts. We feel that by concentrating our efforts in one aspect of landscape maintenance, public works; that we have the knowledge and experience to provide our customer the type of service required for these government contracts.

Our fleet of trucks and equipment includes small pick-ups, mowing equipment, carrier trucks, utility trucks, aerial towers and refuse trucks. In addition, we have several tractors as well as various other pieces of large equipment to provide for related services.

We have on-site shops; each supervised by a Shop Manager whose employees maintain company vehicles and miscellaneous equipment. The company employs licensed Pest Control Applicators, Certified Arborists, and Certified Tree Trimmers.

Our Supervisory Staff has both technical knowledge and practical experience in all phases of landscape services. We also provide continuing education through various seminars and classes in field related subjects.

Large enough to serve you. Small enough to know you.



In 1998, TruGreen began building its reputation as a national leader in the landscaping industry by acquiring several premier landscape companies throughout the United States. With the purchase of LandCareUSA in 1999, the company became known as TruGreen LandCare. Today we have 175 local branches in 50 major metropolitan communities throughout the country, providing nationwide reach as well as personal, customized care on a local level.

Our commitment to highly professional service and streamlined account management ensures that customers have the convenience of a single source provider for all their landscape and tree care needs. Wide-ranging employee expertise and resources make us a full-service vendor that can offer you appealing, cost-effective solutions.

TruGreen LandCare is part of the ServiceMaster family of leading residential and commercial services in the United States. As a whole, ServiceMaster serves 10.5 million homes and businesses each year under names that are probably familiar to you: TruGreen ChemLawn, Terminix, American Home Shield, American Residential Services, Rescue Rooter, American Mechanical Services, ServiceMaster Clean, Merry Maids, AmeriSpec, Furniture Medic and the ServiceMaster Home Service Center.

How TruGreen Service Benefits You

- **Full Service:** *One-stop-shop for installations, tree care, lawn care, pest control, irrigation and seasonal color planting.*
- **Proactive Initial & Follow-up Quality Audits:** *Ensures consistency, problem identification, and custom solutions for the customer's property.*
- **Communication:** *One point of contact, Nextel radio/cell phones for rapid response, email and fax.*
- **ISA Certified Arborists:** *On-staff advisors address the specific needs of your property and insure that tree care is performed properly.*
- **Certified Pest Control Applicator and Operators on Staff:** *Qualified experts trained to meet all governmental requirements.*
- **Local Branch Support:** *Personal care, free expert consulting, and 24/7 emergency response*
- **Experienced, Proactive, Tenured Area Manager:** *English speaking, personalized service.*
- **Commitment:** *Dedicated to providing quality service that meets TruGreen's highest standards.*
- **Wide-Ranging Experience:** *Including shopping centers, restaurants, banks, office buildings, hotels & resorts, sports training centers, campuses, ballparks, medical facilities, municipalities, apartments & condominiums, and master plan communities.*
- **Supported by SERVICEMASTER's Vast Resources:** *Best equipment, exceptional purchasing power.*

TRUGREEN LandCare™

Los Angeles Region, 1641

Los Angeles Region, 1641

RESUME

Mark J. Wesel
3296 N. Sawtooth Court
Westlake Village, CA 91361
(805) 494-9107

OBJECTIVE

To excel at a highly responsible position where I can fully utilize my knowledge, capabilities and experience to develop, manage and a company to be the Best it can be.

EMPLOYMENT HISTORY

1990 - Present

TRUGREEN LANDCARE/CALIFORNIA LANDSCAPE MAINTENANCE, INC.

Regional Vice President (2003 – present)
Regional Manager (2002 – 2003)
Regional Operations Manager (2000 – 2002)
Branch Manager - Culver City Office (1998 - 2000)
California Landscape Maintenance Inc. Vice President/Branch Manager (1997- 1998)
Vice President/Corporate Sales Manager (1991-1997)
Salesperson (1990-1991)

Responsibilities/Capabilities

- ♦ Develop and implement a yearly budget of over \$94,000,000.00
- ♦ Analyze and verify accuracy of monthly financials
- ♦ Assemble, Lead, and Develop personnel to accomplish set budgets and goals
- ♦ Oversee 2200 employees
- ♦ Manage Operations Managers, Branch Managers and Regional Staff
- ♦ Oversee the Safety and training of all employees
- ♦ Oversee, Motivate and Manage Regional Sales Manager and Sales Team
- ♦ Customer Care, Retention and Quality Control
- ♦ Arborist Consulting and Pest Control Management
- ♦ Responsible for Maintenance and purchasing of Equipment, Fleet and facilities.

1981-1990

VALLEY LANDSCAPE MAINTENANCE - Canoga Park, California

General Manager - (1986-1990)
Operations Manager (1984-1986)
Area Manager (1981-1984)

Responsibilities/Capabilities

- ♦ Managed landscape maintenance division
- ♦ Maintenance volume of \$4,300,000.00 year
- ♦ Enhancement crews
- ♦ Irrigation Installation and repair crews
- ♦ Arborist crews
- ♦ Nursery division
- ♦ Sales staff
- ♦ Pest control operation
- ♦ Mechanics
- ♦ Responsible for 135 Employees

1978 - 1981

CALIFORNIA LANDSCAPE INC. - Canoga Park, California
Landscape Area Manager

Responsibilities/Capabilities

- ♦ Supervision of landscape/irrigation installations
- ♦ Permit procurement, pre-job meetings with owners/architects, project material purchase, scheduling, problem solving/troubleshooting, quality control, inspection coordination, estimating and supervision of construction maintenance period following project completion.

1977 - 1978

SUPREME LANDSCAPE - Mission Viejo, California
Owner/Partner

Responsibilities/Capabilities

- ♦ Landscape/Irrigation Installations for Residential/Commercial
- ♦ Sales, Estimating, Purchasing, Customer Service, Accounts Payable/Receivables

1975 - 1977

CALIFORNIA LANDSCAPE MAINTENANCE, INC. - Canoga Park, California Area Manager

Responsibilities/Capabilities

- ♦ Commercial Site Maintenance
- ♦ Crew Supervision

1972 - 1975

GREEN THUMB NURSERY - Canoga Park, California
Salesman

Responsibilities/Capabilities

- ♦ Retail and Commercial Nursery Sales
- ♦ Plant Identification
- ♦ Customer Service
- ♦ Supervision

EDUCATION

Canoga Park High School - High School Diploma (Future Farmers of America)
Los Angeles Pierce College - Agriculture/Ornamental Horticulture

LICENSES

- ♦ California Landscape Contractors License C-27
- ♦ Certified Arborist
- ♦ California Certified Nurseryman
- ♦ California Pest Control Operator's License
- ♦ Certified Landscape Water Auditor

TRAINING

Seminars - Business, Management, Landscape, Landscape Maintenance, Irrigation, Pest Control, Arborist classes, Palm Care, Motivation and TruGreen seminars (Elements of Management, EEO Laws and Regulations, People Development, Interviewing and Hiring, Progressive Discipline and Sexual harassment training)

Curriculum Vitae

Sergio Hernandez
12332 Burl Avenue
Hawthorne, California 90250
310/973-2457

Experience

July 1984 to Present
TruGreen LandCare (formerly Landscape West, Inc.)
Regional Operations Manager

I am currently a Regional Operations Manager and am responsible for overseeing 3 Branch Offices, including the supervision of 3 Branch Managers and 657 employees. I am also responsible for the operations of the Tree Division for Orange, Los Angeles, San Bernardino and Riverside Counties.

When I started with Landscape West, Inc. in 1984, I was hired as a landscape laborer. My duties included mowing, edging, trimming, removal of debris and miscellaneous landscape duties.

In March of 1985, I was promoted to crew leader. I was responsible for the overall direction, coordination and evaluation of approximately 3 crews.

In September, 1987, I became a maintenance supervisor. I directly supervised the employees in the assigned work crews. I was responsible for interviewing, hiring and training employees; planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

In September of 1998, Landscape West was bought out by TruGreen LandCare and I became a Branch Manager. I was responsible for scheduling and supervision of 12 Area Managers and approximately 210 landscape laborers and 5 office personnel.

In November of 2003, I became a Regional Operations Manager, which is my current position.

Education

Graduate of University High School, Los Angeles, CA

El Camino Community College, Torrance, CA
Courses taken: General Education, Horticulture

Certificates

- International Society of Arboriculture Certified Arborist License #WC1091
- State of California Qualified Applicator License #38484
- Three Year Graduate of Southwest Maintenance and Management School
- CPR/First Aid Certificate

Memberships

PAPA-Pesticide Applicator's Professional Association
International Society of Arboriculture (ISA)
Street Tree Seminar

JAMES ANGEL

6467 Hellman Avenue

Alta Loma, CA 91701

Home (909) 987-7341 - Work (909) 920-4308 - Cellular (909) 721-8227

Jim_Angel@landcare.com

OBJECTIVE

Regional Operations Manager Position

SUMMARY

Branch Manager, with over twenty years management experience, including fourteen years with TruGreen Companies.

EXPERIENCE

TRUGREEN COMPANIES 1989 – Present.

Branch Manager TruGreen LandCare Branch 6169, Upland, CA (2003-Present)

Responsible for the profitability and overall management, including production, quality, sales / marketing, and goal setting / achievement, of this \$4 million branch in commercial landscape maintenance and design.

- ▶ Interview, hire, train, and supervise staff of 109 including direct reports of four Area Managers, one Branch Assistant, one Head Mechanic, and one Sales Person; assign work; evaluate performance
- ▶ Supervise quality of all products and services, customer retention, and satisfaction
- ▶ Develop pricing and communicate with prospective accounts; develop and implement internal marketing for existing properties
- ▶ Oversee bid preparation; interface with prospective customers to close new accounts and ensure customer service; resolve customer problems and concerns
- ▶ Review and monitor equipment maintenance programs

ACCOMPLISHMENTS:

- Awarded "Best Customer Retention in Region" 2003.
- Instrumental in developing and personally service the Hunt Enterprises account, a large multi-site commercial business development (\$250,000 annual contract).
- Retained City of Diamond Bar and several other major accounts that had decided to cancel their accounts prior to my taking over this position.
- Developed a Routing System with the Regional Manager and enhanced the system to track efficiency on a daily basis.

JAMES ANGEL Page 2

Branch Manager TruGreen Chemlawn (1989-2003)

Responsible for the profitability and overall management of the branch, including production, quality, sales / marketing, and goal setting / achievement, in the sale and service of chemical products to primarily residential accounts.

- ▶ Hired, trained, and supervised a staff of 30
- ▶ Supervised quality of all products and services, customer retention, and satisfaction; developed pricing and communicated with prospective accounts; developed and implemented internal marketing for existing accounts
- ▶ Developed business relationships with the Counties of Los Angeles and San Bernardino and the Riverside Agricultural Department; oversaw bid preparation
- ▶ Reviewed and monitored equipment maintenance programs

ACCOMPLISHMENTS:

- Assigned to eight branches which were operating at a loss and successfully effected a turnaround at each to achieve budget goals.
- Awarded "Commercial Branch Manager of the Region" 1998.
- Awarded "Branch Manager of the Region" 1997.
- Developed year-end annual agricultural Inspector Training Guide now used in all branches in Southern California.

ALPHA BETA Various Locations in CA 1977 - 1989.

Store Manager - Responsible for the profitability and daily operations of the store.

Corporate Office (three years) - Responsible for 150 stores in Southern California.

Electronic Checkstand Coordinator - Responsible for the setup and management of check-stands and equipment for new stores; trained staff, ensured equipment installation and stocking; maintained new and existing electronic equipment.

MILITARY SERVICE

UNITED STATES AIR FORCE 1971 - 1975.

Sergeant Weapons Mechanic Honorably Discharged.

EDUCATION

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO/CALIFORNIA STATE UNIVERSITY, SACRAMENTO
General Education

Extensive sales, chemical, agriculture, and pest control training.
Attend annual PAPA seminars.

LICENSES AND CERTIFICATION

Qualified Applicator License; Class A Driver's License.

SPECIAL SKILLS

Computer literate

RESUME

DAVID EVANS
636 8th Street
Manhattan Beach, CA 90266
(310) 937-0566

OBJECTIVE

- To continue to work in the landscape industry—using both horticultural, arboricultural and personnel management skills.

EDUCATION

- B.S. In Ornamental Horticulture – June 1991
California State Polytechnic University, Pomona

CERTIFICATIONS:

- Certified Arborist WC-1588, International Society of Arboriculture
- Qualified Applicator, QL35859
- Agricultural Pest Control Advisor, AA-04232

EXPERIENCE

- Branch Manager, TruGreen LandCare - Branch #6126, Gardena, CA
2002-present
- Operations Manager, TruGreen-LandCare-Branch #6126, Gardena, CA
November 1999 to 2002
- Area Supervisor, Landscape West, Anaheim, CA
June 1990 to November 1999
- Intern, Landscape West, Anaheim, CA
June 1990-August 1990
 - Worked with Manhattan Beach maintenance crew
 - Assisted Pesticide Applicator
 - Worked with tree trimming crews
 - Worked with special project crew
 - Assisted both Area Supervisors and Operation Manager
- Climber/Tree Trimmer, Fred Roth Tree Care, Rancho Cucamonga, CA
June 1988 to December 1989
 - Operated dump truck, tree chipper and other heavy equipment
 - Trimmed trees, shrubs and other ornamentals
 - Removed large trees
- Nursery Man, International Garden Center, El Segundo, CA
October 1985 to August 1987
 - Sold plant material and garden supplies
 - Priced, stocked inventories and ordered merchandise
 - Designed and arranged displays

MILITARY SERVICE

- Honorable Discharge from U.S. Coast Guard Reserve
Served from 1983 to 1992

JOEL GAY

488 W. Duarte #7
Arcadia, CA 91007

jg_1804@hotmail.com
239-289-2902

**BUSINESS MANAGEMENT * FINANCIAL STRATEGIES * METRIC FLUENCY * CONFLICT
MEDIATION * PUBLIC RELATIONS**

- ❖ Unyielding Processes Management, Personnel leadership and Profit Maximization.
- ❖ Innovative financial and operational strategies – analysis, design and implementation.
- ❖ Extraordinary communication skills, language mastery, organizational comprehension and motivational aptitude.
- ❖ Executive level responsibilities and excellence at “S-corporate” and Fortune 500 levels.
- ❖ Proven winner in Contract negotiations and settlements of numerous varieties.
- ❖ Continually problem-solve conventionally or unorthodoxly specific to the fact patterns and or nuances of a given dilemma.
- ❖ PR campaign formation and execution in line to Executive and or IO Department directives.
- ❖ Facility in private-to-public sector transactions – holistic understanding of both Municipal and Federal “Request For Proposal” processes – and a lengthy track record of successful contract and revenue acquisitions therewith.
- ❖ Recognized within and without various organizations as a trendsetter and blue-chip asset.

Managerial Experience

Branch Manager

TruGreen Landcare / Service Master Fortune 500

PROFIT AND LOSS RESPONSIBILITIES

- Full P&L responsibility for one of TruGreen Landcare / Service Master’s largest business unit – \$9.5 million gross annual revenue: Ensure integrity and accuracy of Work Order, Purchase Order and Accounts Receivable reports, Payroll Register and P&L statement generally; that all figures accurately represent the above indicators and the current accounting period.
- Communicate and articulate financial data directly to Regional Vice President and Regional Operations Manager.
- Monitor supplemental-revenue to regular-revenue penetration rate for individual accounts and business unit entirely.
- Monitor and adjust direct cost trends to maintain or surpass Executive established Gross Margin goals and Gross Revenue-to-Net Profit conversion ratios.
- Calculate and manipulate non-exempt / direct labor trend daily in lieu of weekly forecast and trend.
- Interpolate and extrapolate all accounting outputs for weekly forecast.

- Analyze the last 3-months within current fiscal period to assemble quarterly forecast.
- Construct future-fiscal-year budgets based on the 3-previous fiscal periods, current fiscal performance and Executive directives.
- Design and implement quarterly and yearly financial strategies based on actual growth / sales, penetration rates and above and below the line cost trends.
- Consult internally for other business units as it pertains to Annual-Budget formulation.

ACCOMPLISHMENTS:

Under my leadership, the branch trends to establish several precedents within the Region and possibly within the Organization generally – per fiscal year 2005. Of paramount mention, the largest year-over-year Net Profit gains recorded: 400k projected. This is particularly germane when considering the previous year of performance, which yielded negative net profit gains. This year's performance is so despite a \$3 million gross revenue reduction year-over-year – a reduction representative of a massive reorganization plan designed and implemented by myself in conjunction with Executive directives. Direct costs and Indirect Costs have been reduced by 7.5% & 2% respectively. Exhibiting shrewd and strategic cost control and profit maximization, despite a 19% decrease in penetration, the branch has boosted Gross Profit by 7.5%. Based on this performance, the Branch is believed to be a candidate for "Turn around Branch of Year" & "Branch of The Year," nationally and regionally.

OPERATIONAL RESPONSIBILITIES

- Full responsibility for the operational performance of a \$9.5 million business unit.
- Oversee 160-235 employees, directly supervise 10 managers, 5 Office personnel.
- Train, advise and direct Management and Office staff in accordance to Company guidelines and current strategies.
- Prefect and conduct weekly operations meetings with Management and Office Staff.
- Develop job-specific sales / bidding strategies based on past and current penetration rates.
- Developed and implemented an Employee Development and Career Path program specific to business unit, resulting in the promotion of 3 staff members from Supervisor to Area Manager.
- Mediate conflicts deserving of upper-management intervention.
- Enforce company guidelines, ethical codes, policies etc. through progressive discipline.
- Coordinate route and operational logistics to increase quality of service / product and field efficiencies; thus increasing productivity.
- Maintain and manage 160 vehicles and \$.5 million in equipment assets, in accordance to OSHA and Fleet Guidelines and regulations.
- Lead, Supervise and Implement Safety Program in coordination with Organization Policies and Guidelines.
- Correlate field inputs with financial outputs to achieve cohesive strategies.

ACCOMPLISHMENTS:

Represented in the 7.5% overhead decline year-over-year is a significant decline in TICR (total, incident, case, rate), the metric by which Service Master measures and gauges Workman's Compensation costs and Insurance trends generally. As a result of the Safety Plan and subsequent enforcement, the Branch has reduced its TICR by 3.2%; which positively affected revenue driven insurance costs, as the organization is self-insured.

*Branch Manager In Training / Area Manager
TruGreen Landcare / Service Master Fortune 500*

FINANCIAL RESPONSIBILITIES

- Assisted Branch Manager in ensuring credibility of all P&L functions.
- Performed preliminary weekly and quarterly forecasting in accordance to Branch directives and financial strategies.
- Assisted Branch Manager in formulating current and future fiscal strategies.
- Successfully implemented Financial Strategies designed by Executive and Branch Management.
- Performed a series of analyses aimed at quantifying profit loss due to employee turnover; and thus created performance-based incentive programs and systems whereby turnover decreased.
- Managed \$1.2 book of work primarily consisting of H.O.A. and Industrial Properties. Maintained 52% Gross Margin throughout.

ACCOMPLISHMENTS:

As Branch Manager in Training, the Naples Branch witnessed record setting net-profit gains from a dollar and percentage standpoint.

OPERATIONAL RESPONSIBILITIES

- Secondary authority for operational performance of a \$9 million business unit: Customer Interfacing, Community Relations, Route Logistics, Crew Management, Emergency Duties.
- Employee development, training, progressive discipline, sales strategies.

*Vice President
Lawnscares Inc.*

FINANCIAL RESPONSIBILITIES

- Executive-responsibility of all P&L functions for a \$1.2 million S-Corporation: Ensured the credibility of monthly, quarterly, annual and IRS reporting. Managed liquid and fixed assets. Controlled capitol growth. Secured capitol gains and dividend disbursement
- Oversaw the legal, financial and operational formation of company.
- Authored entirety of business plan: 5-year projection, zero-based budgeting and credit / debt estimations.
- Acquired necessary financing for company launch and residual operating expenses.
- Negotiated and secured financing for 3 separate acquisitions; which provided the company with its initial revenue base.
- Monitored variable interest rates, refinancing and consolidating debt at lows thus decreasing overhead and increasing monthly net profit.

- Through acquisitions and Sales initiatives, grew revenue base from \$.25 million to \$1.2 million in 13 months.
- Year-end fiscal period yielded \$300k, 25% net profit gains – 24% ahead of year-one projection as detailed in original business plan.
- Successfully negotiated and administered the sale of Lawnsclapes Inc. to Davie Inc. in first month of fiscal year 2. Transaction details are proprietary.

ACCOMPLISHMENTS:

Although no longer in existence, Lawnsclapes Inc. is still recognized throughout Florida's Gulf Coast business community as of the most successful enterprises in recent years. Under my leadership and direction, the company witnessed of the more rapid ascents to +\$1 million reporting. Because Lawnsclapes' growth and success were achieved via disciplined stratagems, capitol over-extension did not occur; a common affliction amongst S-Corps of all kinds. Now within the umbrella of Davie Tree Inc., the revenue and contracts therewith remain profitable.

Employment History

- ✓ TruGreen Landcare / Service Master: October 2003 to Present.
- ✓ Lawnsclapes Inc.: January 2002 to September 2003
- ✓ GDC Constructors: April 2001 to December 2001

Education

B.A. Liberal Studies / English - Saint Thomas University 2001 – Miami, Florida

Leadership / Extracurricular

Not For Profit Volunteer and Program Coordinator

- ❖ Volunteer for the Coalition of Immokalee Workers, Florida Immigration Advocacy Center.

Raitis Raisian

6518 Red Oak Dr.

Corona, CA 92880

(951) 280-0190 • Email: raitisr@yahoo.com

HIGHLIGHTS

Knowledgeable manager experienced in strategic planning, operations management and business development within the nursery and landscape industry. Energetic, self-motivated professional with a successful track record who possesses a proven ability to increase revenue, profit and customer satisfaction. Experienced in all phases of directing and working with other managers, crew leaders, laborers, salespeople and operational support staff using a "hands on" management style to achieve corporate goals. Positive leader who puts people first and has continually demonstrated attention to detail and effective written & verbal communication skills.

EXPERIENCE

TRUGREEN LANDCARE

Ontario, CA

America's largest landscape company that provides various landscape related services to commercial customers through out the United States. Company services include, landscape management, landscape installation, tree care, water management, nursery management and sports turf management.

Branch Manager

2001 - 2005

Responsible for managing, training, developing and directing the company's largest branch which produces over \$12 million in annual revenue. Daily responsibilities include overseeing all aspects of operations, sales, finance and personnel to ensure achieving or exceeding company goals. Currently manage 8 Area Managers and approximately 250 employees to ensure all branch departments (sales, landscape maintenance, arbor care, enhancements and landscape installation) are operating safely and profitably. Financial responsibility includes creating, developing and accurately monitoring all financial aspects of the branch including budgeting, forecasting, profit & loss and managing labor and product costs. Current customer base of more than 200 accounts includes municipalities, homeowner associations, apartments, commercial business parks, hotels, banks, churches and other various other types of commercial businesses.

ROGER'S GARDENS NURSERY & LANDSCAPE

Newport Beach, CA

A high-end specialty retailer that leads the industry in the selection and merchandising of a variety of high quality products including annuals, perennials, trees, shrubs and specialty color. Also specializes in the design, installation and maintenance of premier landscapes for commercial and residential clients.

General Manager

1995 - 2001

Responsible for directing the recruiting, staffing, training, selling, marketing, budgeting and overall operations of \$16 million company. Scope of responsibility was diverse and included controlling all budgets including payroll and P&L statements, overseeing profitability, sales, revenue growth and managing a staff of 120 through ten supervisors.

SUNBELT NURSERY GROUP

San Juan Capistrano, CA

A \$125 million national retail chain of stores that specialized in providing expert knowledge and assorted nursery and landscape products.

Operations Manager

1994 - 1995

Managed the company's largest location by directing a team of 60 employees and overseeing all aspects of sales, production and inventory control including product selection and management.

FLOWERDALE NURSERY & LANDSCAPE

Santa Ana, CA

First-class multi-store retail operation that emphasized high quality merchandise and exceptional customer service to an upper scale clientele.

Manager

1988 - 1994

Responsibilities included staffing, customer service and overseeing the day-to-day operations of retail store. Also oversaw the landscape department that specialized in the design and installation of new landscapes for residential clients.

EDUCATION

California State University, Fullerton

Bachelors of Arts Degree in Business Administration - Management

Fullerton College

Associate of Arts Degree - Mathematics and Engineering

Advanced California Certified Nursery Professional (ACCNP)

Expert computer skills in all current computer software including Microsoft Word, Excel, Outlook, MapPoint as well as extensive knowledge in using the Internet as a company improvement and cost saving tool.

15457 Mallory Court
Moorpark, CA 93021
805-523-1747
gary_scott@landcare.com

Gary W. Scott

Objective

Senior management position where my management skill and industry knowledge, will make a significant contribution to the success of the organization.

Professional Experience

1998-Current TruGreen Landcare Canoga Park, CA
Branch Manager - Maintenance Simi Valley, CA

- Responsible for management of all Branch operation aspects including daily field and administrative operations, budgeting, branch sales, fleet and equipment maintenance.

1995-1998 California Landscape Canoga Park, CA

Principal

- Initiated Culver City Branch adding \$2.5 million/year of business.
- Managed Cal-American Mulch: green waste recycle operation.
- Purchased new vehicle fleet and improved existing fleet.

1992-1995

Vice President - General Manager

- Implemented effective safety program.
- Established employee sales/referral incentive & bonus program.
- Organized foreclosed home clean out operation.
- Improved office/field technology

1984-1992

Vice President - Branch Manager

- 30% increase in maintenance/extra work contract.
- Created tree-trimming operation.
- Developed successful sales team.
- Increased profits by initiating quality control and time productivity improvements in office and field

1978-1984

Maintenance Supervisor

- Implemented profitable project budgets.
- Managed maintenance of large commercial properties.
- Supervised 20 crews.
- Provided service oriented customer relations/sales.

Gary W. Scott

Resume

Page 2 of 2

1977-1978 Supreme Landscape Orange County, CA

Owner/Partner

- Supervised landscape and irrigation installation.
- Provided service oriented customer relations/sales.

1975-1977 California Landscape Canoga Park, CA

Foreman/Crew Leader

- Managed maintenance crew of large commercial properties.

1972-1975 Green Thumb Nursery Canoga Park, CA

Salesperson

- Retail/commercial nursery salesperson - Shift Leader
- Plant identification/inventory

Education

1973 Chatsworth High School Chatsworth, CA

- High School Diploma

Licenses

California Pest Control Operator

Certified Arborist

Matt Marino
6773 San Alto Way
Buena Park, CA 90620
(714) 826-5915

WORK EXPERIENCE

2005 – Present

TruGreen LandCare, Gardena, CA.

Operations Manager

1998 – 2005

Original Landscape Maintenance, Buena Park, CA

President: Hired, trained and managed employees ranging from maintenance managers, supervisors, extra work crews and office personnel.

Achievements:

- * Developed annual contracts from \$ 150,000 to \$ 2,200,000 in a 3-year period.
- * Increased annual profits from 30% to a company high of 50%
- * Implemented a work injury prevention program resulting in a notable reduction in workers compensation claims. Lowering premiums by 15%.
- * Achieving a personal and company goal of establishing and maintaining high client satisfaction and retention.

1995 – 1998

A Growing Concern Landscape, Huntington Beach, CA.

Maintenance Manager: managed and mentored area supervisors in all aspects of landscape maintenance and extra work projects.

Achievements:

- * Organized and scheduled all maintenance, tree trimming, irrigation, chemical and renovation operations.
- * Saved 5% on all materials and supplies through shopping best rates and product.
- * Increased annual maintenance portfolio from \$480,000 to \$1,020,000.
- * Increased existing contract annual extras from \$10,000 (2%) to \$153,000 (15%) a 13% annual increase.

CERTIFICATION

State of California Qualified Applicators Certificate

LICENSING

State of California Contractors License C27HIC

EDUCATION

Fullerton Junior College – Fullerton, CA.

Completed 18 – month course: Landscape Architecture

California Landscape Contractors Association (CLCA)

Company sponsored training programs:

- | | |
|------------------------------------|----------------------------|
| - Water Conservative Management | - Safety Training Programs |
| - Green Waste/Recycling Management | - Workers Compensation |
| - Pest Management | - Arbor Care |

- * Currently studying and testing Scheduled for my Certified Arborist License

PERSONAL

Married with 3 children.

Interests: Weight training, gardening, family

Personal Accomplishments: Have won 2 amateur bodybuilding titles

Chris Daugherty
714 S. Hollenbeck St.
West Covina, CA. 91790
(626) 332-5036
Cdaug8@aol.com

PROFILE

Experienced Landscape Manager with more than 20 years in Management and nearly 30 years of field experience, including Commercial, municipal, and residential projects in both maintenance and construction.

WORK HISTORY

Dec 1992- Present

Area Manager
TruGreen LandCare
Gardena, CA.

Responsibilities:

- supervise operations
- scheduling, hiring/firing, purchasing
- job walks/inspections
- served 6 years as Branch Safety Mgr. ran Branch Safety Program, reported and managed injury/vehicle accidents and shaped tailgate training program

Sep 1998- May 1999

Regional Safety Manger
LandCare
Anaheim, CA.

Responsibilities:

- shaped policies and procedures
- coordinated Safety Training Program
- managed Accident Review Committee
- developed safety training material

Aug 1996- Jun 1997

Operations Manager
Landscape West, Inc.
Anaheim, CA.

Responsibilities:

- ran municipal and commercial maintenance contracts, managed 4-5 Area Managers and 80-100 workers

Jun 1992- Nov 1992 Maintenance Supervisor
Executive Landscape
La Verne, CA.

Responsibilities:

- supervision of 25 workers
- scheduling, purchasing, hiring/firing
- inspections

Note: company was purchased by Landscape West, Inc. 12/1/92

Oct 1989- May 1992 Assistant Superintendent
Hacienda Landscape
Walnut, CA.

Responsibilities:

- supervision of maintenance and construction crews
- resolve "punch list" work
- Worked with general contractors, inspectors, architects, and project owners.

EDUCATION

Jun 1976- Jun 1982 Cal Poly Pomona
Pomona, CA.

B.S. Ornamental Horticulture

Sep 1973- May 1975 University of New Hampshire
Durham, NH

2 years Liberal Arts

SKILLS

- Management/Supervision
- Spanish speaking
- QAL Pesticide license
- Plant identification

REFERENCES

Available upon request

Edwin Vargas
3330 Thomas Ave.
Palmdale, CA 93550
661/ 533-1795

Experience:

2001 - Current

Sales / Operations Manager Arbor Division TruGreen LandCare – Canoga Park

- Business Development: Responsible for analyzing current market and competition. Capitalizing on competition weakness, renegotiate pricing, volume and terms as appropriate. Work as a team member through channels to identify new business and achieve new sales and profit.
- Follow up on the performance of each sale to secure customer satisfaction.
- Oversees production of crews, determines resource needs of crews.
- Conducts training sessions on new techniques and relays new information on industry changes.
- Make sure contract inspector and / or supervisor are satisfied and ensure customer service.
- Holds current Arboriculture Certification WE-6299-A.

1987 – 2000

Certified Arborist / Project Manager

McCullough's Tree Care

- Project Management; responsible for 8 employees.
- Responsible for developing and monitoring job expenses and budgets.
- Provide excellent customer service and develop long term relationships.
- Responsible for enforcing safety rules and training.
- Participate and conduct regular training sessions to ensure proper use and care of inventory, company vehicles, equipment, materials and tools.

Licenses

California commercial drivers license class A
ISA Certified Arborist WE-6299-A
Qualified Application license QAL-37307
Electrical Hazard Awareness Program certificate
First Aid and CPR certified

Scott G. Rogers
17436 Lull Street
Northridge, CA 91325
818/757-1998

Experience:

1999 - Current

Certified Arborist/Project Manager

TruGreen LandCare Canoga Park

- Project management, responsible for 30 employees
- Responsible for scheduling timely servicing, quality of product and service performed
- Responsible for monitoring and managing the job expense and budgets
- Provide quotations for supplemental work and special projects to improve arbor care.
- Provide excellent customer service and develop long-term client relationships
- Participate and Conduct regular training sessions to ensure proper use, care and inventor of company vehicles, equipment, and tools.
- Safety training
- Holds current arboriculture certification WE-3140A

1993 - 1999

Certified Arborist/Foreman Golden Bear Arborists

- Company representative for the palm trimming contract for City of Pasadena.
- Supervised trimming and removals for the Malibu fire contracts
- Safety office for Goldenbear foreman and personnel; annual performance evaluation for employees
- Company representative to maintain the tree inventory for City of Irvine
- Experience in tree equipment, aerial lift, skip loader, front end loader
- Related skills, irrigation systems, cable and rods, blue print reading, accurate record keeping, line clearing.

1991 - 1993

Crew Supervisor Gene Flietas Construction

Installation and maintenance of exterior structures and planting, lighting and irrigation systems, flagstone patios, and installation of shade and ornamental trees.

Licenses

California commercial Drivers License Class A
ISA Certified Arborist WC-3140
Qualified Applicator Certificate QC-20249
Electrical hazard awareness program certificate
First aid and CPR certified

OSCAR GARCIA
250 West 67th Way
Long Beach, Ca. 90805
310) 631-8478

OBJECTIVE:

To secure a position where my abilities can be utilize and new skills can be learned, while making a significant contribution to the success of my employer.

EXPERIENCE:

7/03-Present

Branch Safety Training Coordinator at TruGreen Landcare. Oversees all operations to insure that company safety rules are being followed and enforced. Prepare reports, maintain records and investigate accidents as needed. Coordinates and conducts all training with employees. Orders materials and supplies. Maintains inventories. Coordinates fleet services and vehicle maintenance. Responds to requests and complaints from clients, insurance companies, and the public. Disciplines personnel.

3/02- 10/02

Park Maintenance Supervisor at the city of Azusa. Administration of contracts. Supervise and trained personnel on construction and maintenance. Responded to work requests, and complaints. Conducted safety meetings, evaluate and disciplined personnel. Ordered materials, vehicles, and equipment. Scheduled personnel duties and special projects. Prepared and administered a million dollars annual budget. Saved over ninety thousand dollars in operations.

6/91-3/02

Public Works Supervisor at the city of Bell Gardens. Administration of contracts. Responsible for the construction, and maintenance of parks, medians, buildings, and facilities. Improved and repair irrigation systems, landscape areas, electrical, plumbing, and buildings. Maintenance of pool equipment, lakes, trees, vehicles, fences, water pumps, restrooms, painting and graffiti removal. Identified and control pests, diseases, and weeds. Ordered of materials, vehicles, and equipment. Installation, and repair of sidewalks, streets, asphalt and concrete. Conducted safety meetings and training, evaluate and discipline personnel. Scheduled of personnel work duties, special projects, and coverage of events. Responded to work requests, and complaints. Prepared and administer a million dollars annual budget.

3/91-6/91

Pesticide Spray Specialist at the University of Long Beach. Responsible for the identification and control of pests, diseases, and weeds. Ordering of materials, supplies, and equipment. Maintained records, reports, and inventory. Devised and applied preventive measures as necessary. Responded to work requests and complaints. Schedule vehicle maintenance.

6/81-12/90

Field Manager / Quality Control at Murray's Landscape Inc. Administration of commercial and municipal contracts. Supervision of subcontractors of various trades. Identified and control pests, diseases, and weeds. Ordering of materials, supplies, vehicles, and equipment. Scheduled and maintained records of vehicle fleet maintenance, and inventory. Revised blueprints and sketches. Designed and installed improvements. Conducted safety meetings and training. Hired, trained, supervised, evaluated, and disciplined personnel. Responded to work requests, and complaints. Computerized inventory, reports, truck routes, and maintained profitable operations. Managed all field operations. Annual operational budget over six million dollars.

EDUCATION

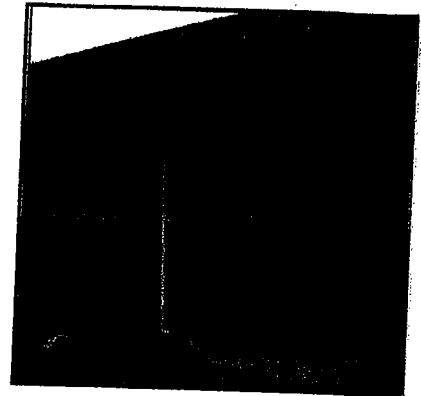
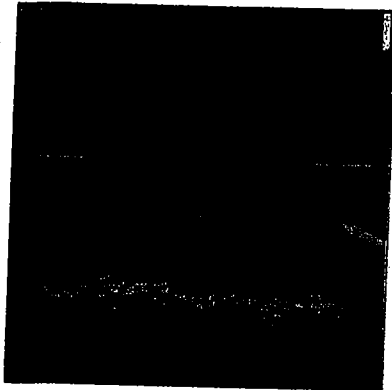
Certified Playground Safety Inspector. NPSI # 7585-0604. 2000.
Bachelor of Science in Business Administration. Columbia State Univ. 1997.
Certified Arborist. # WC-3033. 1996.
AA Business Administration. Compton College. 1995.
Pacific Southwest Maintenance Management School. 1995.
Backflow Prevention Device License. # 22071. 1992.
Horticulture Certificate. California Polytechnic Univ. Pomona. 1991.
Qualified Applicator License. # 38752. 1983.
Qualified Applicator Certificate. # 48784. 1982.

SKILLS

Word processors, spreadsheets, and databases experience and office equipment.
Operate large and small construction vehicles and equipment.
Bilingual English / Spanish.

Work Plan

Large enough to serve you. Small enough to know you.



In 1998, TruGreen began building its reputation as a national leader in the landscaping industry by acquiring several premier landscape companies throughout the United States. With the purchase of LandCareUSA in 1999, the company became known as TruGreen LandCare. Today we have 175 local branches in 50 major metropolitan communities throughout the country, providing nationwide reach as well as personal, customized care on a local level.

Our commitment to highly professional service and streamlined account management ensures that customers have the convenience of a single source provider for all their landscape and tree care needs. Wide-ranging employee expertise and resources make us a full-service vendor that can offer you appealing, cost-effective solutions.

TruGreen LandCare is part of the ServiceMaster family of leading residential and commercial services in the United States. As a whole, ServiceMaster serves 10.5 million homes and businesses each year under names that are probably familiar to you: TruGreen ChemLawn, Terminix, American Home Shield, American Residential Services, Rescue Rooter, American Mechanical Services, ServiceMaster Clean, Merry Maids, AmeriSpec, Furniture Medic and the ServiceMaster Home Service Center.

How TruGreen Service Benefits You

- **Full Service:** *One-stop-shop for installations, tree care, lawn care, pest control, irrigation and seasonal color planting.*
- **Proactive Initial & Follow-up Quality Audits:** *Ensures consistency, problem identification, and custom solutions for the customer's property.*
- **Communication:** *One point of contact, Nextel radio/cell phones for rapid response, email and fax.*
- **ISA Certified Arborists:** *On-staff advisors address the specific needs of your property and insure that tree care is performed properly.*
- **Certified Pest Control Applicator and Operators on Staff:** *Qualified experts trained to meet all governmental requirements.*
- **Local Branch Support:** *Personal care, free expert consulting, and 24/7 emergency response*
- **Experienced, Proactive, Tenured Area Manager:** *English speaking, personalized service.*
- **Commitment:** *Dedicated to providing quality service that meets TruGreen's highest standards.*
- **Wide-Ranging Experience:** *Including shopping centers, restaurants, banks, office buildings, hotels & resorts, sports training centers, campuses, ballparks, medical facilities, municipalities, apartments & condominiums, and master plan communities.*
- **Supported by SERVICEMASTER's Vast Resources:** *Best equipment, exceptional purchasing power.*

TRUGREEN LandCare

Service Offerings

As landscape experts, it's our job to provide exceptional care for your turf, plants, and trees. We offer more than simple maintenance for your landscape. We are a *business partner* who knows how to stay within your budget, a *marketing partner* who knows that the landscape makes an important first impression on customers and tenants, and an *operations partner* who knows the importance of fast, proactive service.

TruGreen offers:

- Sports Turf Division
- Insect and Disease Control
- Complete Landscape Enhancement Services
- Tree and Shrub Care
- Certified Arborist Division
- Seasonal Color Planting
- Exterior Holiday Lighting
- Irrigation System Design, Installation and Management
- 24 hour Call Emergency Service
- Landscape and irrigation designers on location



Landscape Installation Services

Whether you're a large or small, local or nationwide, TruGreen LandCare can deliver professional, worry-free service for the type of landscape installation you require.

We are known for our award-winning landscape designs. Our professionals have the resources to offer value-added services, including design/build, irrigation installation, renovation, project planning and coordination, complete contract administration, estimating, and customized reports.

Water Management Services

Many of our customers turn to TruGreen LandCare as a partner in progressive water management. Inefficient watering can adversely impact both budgets and the environment. TruGreen LandCare helps customers maintain their beautiful landscapes and valuable investments through:

- Water Audits
- Use Analysis
- Central Control System Installation and Monitoring
- System Mapping
- Annual Water Budgeting
- Shared Savings Agreements



Tree Care Services

Trees are considered an extremely valuable asset to your landscape, giving your property a unique appeal to customers, tenants, and employees. Rely on our TruGreen LandCare Certified Arborists and professionally trained tree care specialists to help keep your valuable investments on a well-managed maintenance program. Designed to keep trees healthy, strong and beautiful, our tree care program includes:

- Planting
- Pruning
- Transplanting and Removal
- Diagnosis, Appraisal and Evaluation
- Inventory and Management Programs
- Root Pruning and Barriers
- Cabling and Bracing
- Stump Removal
- Insect and Disease Control
- Fertilization
- Emergency Response



Specialized Services

If your project requires extensive landscape expertise and reliable service, then TruGreen LandCare is the partner for you. We offer many specialized services to address your needs, including:

- Landscape Preservation and Wetland Restorations
- Nursery Operations
- Sports Turf Management
- Green Waste Management/Recycling
- Plant Inventory Programs
- Exterior Lighting
- Golf Course Maintenance and Management



TruGreen LandCare Value Proposition Statement

"TruGreen is committed to the delivery of exceptional Landscape Services, a commitment ensured by our dedication to client communications, incomparable quality and a resolve to provide cost value for our service offerings."

Employee Screening and Security Policy

Before beginning work all TruGreen Employees are screened for the following:

- **Drug Testing:** TruGreen employs independent drug testing labs to screen for evidence of drug use. TruGreen has a zero tolerance policy in this area.
- **Social Security Checks:** Every employee is required to provide proof of eligibility to work in the United States.
- **Criminal Background Check:** Every employee is screened for a criminal background check. Any evidence of a felony record will disqualify a person from employment.
- **MVR Check:** Before operating a company vehicle on public or private roads, the employee will be subject to a Motor Vehicle Records check. One or more moving violations disqualify a person from operating a company vehicle.

Employee Code of Conduct on the Job

- No alcoholic beverages permitted on property.
- No employee shall be intoxicated while on property.
- Employees must be clean, neat, and wear a proper uniform bearing TruGreen LandCare's name.
- Employees must use proper safety equipment: steel-toe boots, safety vests, safety glasses, and earplugs.
- Show respect to all individuals on the property at all times.
- No weapon of any kind is permitted.
- The use of profanity or provocative language is prohibited.
- Contractor shall not allow unauthorized persons on property.
- No radios or loud music on property.



Certified Landscape Technician Training:

- TGLC encourages and sponsors employees for advanced education to become a Certified Landscape Technician, QAL and QAC.

Each employee has the opportunity to advance individual skills through advanced training programs in the area of Irrigation Technician, Chemical Technician, Enhancement Supervisor, Crew Leader and Area Manager

Safety First

It's TruGreen LandCare's goal to provide a safe workplace by elimination or control of known and potential safety and health hazards that our employees may face on the job. TruGreen LandCare prides itself on safety awareness and it is everyone's responsibility in all operations and at all levels. Safety is an integral part of our employee orientation program. It is mandatory for employees to attend the weekly safety meetings and acknowledge attendance by signing in. Our "Safety Pays" program creates an awareness and incentive to work safely. TruGreen LandCare employs a Regional Technical Manager (RTM), Regional Fleet and Safety Manager (RFSM), and a Divisional Risk and Safety Manager (DRSM). Each branch office employs a Branch Safety & Training Coordinator (BSTC).

TruGreen LandCare adheres to all current CALTRANS road safety and lane closure procedures. Branch Managers, Area Managers and Crew Leaders all take an active part in training, educating and implementing safety guidelines. TruGreen LandCare employs a full-time certified mechanic that is solely responsible for maintaining the safe operation of equipment. All manufacture specifications are strictly adhered to and charted for ease of tracking maintenance and repair requirements. National vendors also contribute to the safety and training program by sponsoring operational and educational seminars.

Key Points:

- TGLC employs Regional Safety Coordinators, Branch Safety Coordinators and Fleet Managers throughout the company.
- All TGLC employs complete a safety orientation and must pass a pre-employment drug screen test.
- TGLC implements Safety Pays Policy and rewards employees with raffles and BBQ's for Accident Free Months.
- Weekly and monthly safety meetings are held at the branch location every Friday morning throughout the year. Companywide safety meetings are held quarterly.
- Annual Pesticide Training, including Right to Know training, is provided yearly. Monthly training is held for new employees. MSDS sheets are available at the branch office and copies are kept in all TGLC vehicles.
- All employees who drive company vehicles must take a defensive driving course annually. Cameras are installed in many of our vehicles to support our strict safe driving standards.

Personnel Training

All crewmembers participate in our Gardeners Level I, and Level II Certification and training program. This training and certification gives all crew members a guideline to be able to rise within TruGreen LandCare as well as improving customer satisfaction.

In Gardener Level I Certification, new personnel are trained and certified in human resources, safety, back injury prevention, proper fuel safety, blower operation, 21" mower operation, line trimmer operation, basic hand tool orientation and power edger operation.

After the new employee has been working in the field for a few months they are eligible to begin training in our Gardener Level II Certification. Crew members are trained and tested in staking trees, riding mower operation, hedge trimmer operation, basic irrigation maintenance/repair, basic equipment maintenance, pesticide application, fertilizer application, proper storage of equipment on vehicles, basic tree trimming and natural pruning of shrubs.

Employees are also offered tuition reimbursement that can be used for classes/schools that train for ISA Certification, Pesticide Applicator Certification, Commercial Drivers License, and English Courses.

Management Training

All employees in management positions undergo "Regulatory Compliance Training" and "Leadership Essential Training". "Regulatory Compliance Training" covers employment laws and regulations. "Leadership Essential Training" deals with proper interaction with employees and customers, as well as, the fundamental of being a leader. Positive employee relations training is also given focusing on what motivates our employees and how to remain the employer of choice.

Tuition reimbursement and Branch Manager Training is also offered to management employees.

Recruitment and Replacement

TruGreen LandCare has full time Region Recruiters who actively search for the most qualified people the landscape industry can supply. They attend job fairs, as well as contact local colleges and schools. Additionally, potential employees interested in working for TruGreen LandCare can log onto our web site, www.TruGreen.com to review job openings throughout the nation. Extensive turnover reports are also performed by our staff to determine the best practices to keep current employees working for TruGreen LandCare.

Supervision

TruGreen LandCare employs both Area Managers and Area Supervisors to ensure that our crew supplies the best landscape services to our customers. Additionally, both Area Managers and Area Supervisors work closely with our crews to ensure that they conduct themselves in a professional manner as well as staying safe while working.

Uniforms and Identification

TruGreen LandCare has a national account with CINTAS. All employees are provided with five sets of uniforms. Each uniform consists of a long sleeve work shirt and long pants. Both the employees name as well as the company name are embroidered onto the shirts. Additionally, all employees are issued safety vests that have the name of the company stamped onto the back and baseball hats with company logo. All TruGreen LandCare vehicles have signs on both doors. All vehicles are marked with a vehicle unit # and a toll free number so that each vehicle can be easily identified.

In-House Training Program

Our in house library is comprised of printed material, which designates the parameters within which the TruGreen LandCare team operates. These materials are published by such reputable organizations as the National Arborist Association, the International Society of Arboriculture, The National Arbor Day Foundation, and the Oak Tree Foundation. After review of our references you will soon find that the standards we set for ourselves are closely aligned with the educational materials provided. TruGreen LandCare has extensively complied with SB198 and has further instituted a comprehensive hazard communications program, tailgate safety meeting program, and specialized Electrical Hazard Awareness Program (EHAP Certification Program).

ISA Certified Tree Workers and Certified Arborists are required to complete a total of 40 continuing education units (CEU) every two years in order to maintain their certification status. In order to retain their State license, our Pest Control Advisors are required to complete 40 hours of continuing education units (CEU) every two years also.

We recognize the importance of recruiting, selection, training, and tenure. Seventy percent of the management team of TruGreen LandCare has 8 years minimum tenure. Fifty percent of the trimming staff has tenure of more than 4 years.

TruGreen LandCare currently employs more than 180 people who are dedicated to the responsibility of the urban forest prevention. These team players are constantly being trained and cross-trained within the principles of their chosen profession. We are actively participating in the ISA Certification program sending our people as far as Northern California and Arizona to participate in the various testing programs and tree trimmer jamborees. We have won many jamboree events further installing a sense of pride and accomplishment in their profession.

TruGreen LandCare has a training facility located in our Upland office where bilingual instruction is regularly scheduled. Our library and audio visual capability further entices the mediocre tree trimmer to become eager participant in further education and the raising of his or her profession's. Our arborist knowledge gives them the pride, self-esteem, and sense of achievement that makes it apparent that our continuing education programs and training are working and not a requirement.

Safety/Health Policies and Procedures

The TruGreen LandCare – Arbor Division Safety and Health manual was written around the in compliance with SB198 is a document over 200 pages long. It is incorporated here by reference and available for review on request.

This company is also in full compliance with the California Highway Patrol's Biannual Terminal Inspection (BIT) program. Basically, this program requires that a company have a preventative maintenance program involving daily inspections, monthly service and quarterly comprehensive vehicle exams. Every two years the CHP comes to our facility and reviews all vehicle maintenance records and in-house programs for compliance.

Aerial towers are regulated by OSHA separately and receive regular inspections by state licensed inspectors who certify their condition. Our in-house capability to rebuild these units is in a continual process of updating, servicing, inspecting, repairing, and certifying these critical pieces of tree care equipment.

The success of the Safety and Health Program depends on the sincere, constant, and cooperative effort of the management and the employees. Their active participation and support of the program and implementation of its procedures will make it a success.

Annual Review

The following objectives and goals have been established to gauge the success of our program, as a minimum guideline, and will be reviewed annually by the safety coordinator to evaluate the plan's performance.

Objectives

To provide a safety and health program consistent with good operating practices and maintain compliance with applicable safety and health regulations, and in particular, CAL OSHA Section 3203 "Accident Prevention Plan" and the requirements of SB198. To create an attitude of safety consciousness in management, supervision, and employees. TruGreen LandCare will establish a spirit of cooperation and teamwork throughout all operations regarding all health and safety matters.

Safety/Health Policies and Procedures

The manual has been developed for the protection of all employees and to keep TruGreen LandCare free of accidents and injuries. It can only serve the company if it is used. Each foreman is required to read it thoroughly. All employees are required, as a condition of employment, to develop and exercise safe work habits in the course of their work to prevent injuries to themselves and others. The items listed below are part of the employee responsibilities, as outlined by CAL OSHA. However, they are only a portion of the program.

- Promptly report to their supervisor all accidents, near misses and injuries occurring within the course of their employment.
- Cooperate with and assist in investigation of accidents to identify causes and to prevent reoccurrence.
- Promptly report to their supervisor all unsafe actions, practices, or conditions they observe.
- Become familiar with and observe approved safe work procedures during the course of their work activities.
- Keep work areas clean and orderly at all times.
- Avoid engaging in any horseplay and avoid distracting others.
- Obey all safety rules and follow published work instructions.
- Wear protective equipment when working in hazardous areas or jobs, and / or as required by supervision.
- Inspect all equipment prior to use and report any unsafe conditions to your supervisor immediately.
- Submit any suggestions for accident prevention, without fear of reprisal, which may assist in improved working conditions or work practices to your immediate supervisor.

Quality Assurance Program

TruGreen LandCare will conduct daily, weekly or monthly inspections (as per contract specifications) of all the sites to insure that contract specifications are followed. On a daily, weekly or monthly basis (as described in contract specifications) the Area Supervisor will visit all sites and note any deficiencies that need to be corrected and report them to the Area Manager to plan out the fastest plan of action to remedy the deficiency. On a weekly or monthly basis (as described in contract specifications) the Area Manager will visit all the sites and do a thorough punch list of all locations noting conditions and required work needed. The necessary work tasks will be scheduled for completion as soon as possible with consideration to contract specified guidelines. The Area Manager and the Branch Manager will conduct inspections monthly or bi-monthly (per contract size) with the Department of Public Works Representative. This will insure that contract guidelines are being followed and that quality horticultural practices are being performed. Copies of our inspections will be submitted to the Department of Public Works for review via fax or e-mail and filed at our office.

A **Landscape Quality Audit (LQA)** System can also be utilized if desirable to the Department of Public Works. The LQA System is TruGreen's first nationwide release of a program that will standardize the audit process. Implementing the LQA system will allow us to perform Landscape Quality Audits with efficiency and integrity while providing our customers and management a tool to monitor our performance. The LQA system will set the standards for the Landscaping Industry. The Landscape Quality Audit process has proven to be a very effective tool to:

- Monitor and improve performance.
- Gain additional business from customers.
- Improve proactive communication with customers.
- Create greater customer loyalty.
- Even out the peaks and valleys in our service.

Customer satisfaction will be confirmed by the client's signature on the audit forms, thus reducing the need for rework at job site. Additionally, a copy of the audit form shall be provided to the customer. The Landscape Quality Audit (LQA) system was created with six key elements in mind:

- To communicate with customers on a regular basis, monthly, bimonthly, quarterly, or yearly, based on customer preferences and the size of the account.
- To provide proactive suggestions for improvement through corrective actions and enhancements proposals.
- To continuously measure the performance of our team on the job site.

- To provide a tool for the Branch Manager to use to assess the status of all maintenance accounts throughout the year.
- To better gauge the probability of retention of business year to year.
- To provide a tool to measure customer satisfaction on a regular basis.

An **Initial Landscape Audit (ILA)** is the first evaluation of a job site. The ILA is used to show problem areas to the client before TruGreen begins work. The ILA acts as a baseline assessment for the Landscape Quality Audits (LQAs) that follow. Comparing the LQA to the ILA is an easy way to show improvements of the client's job site.

As far as review and reporting of any and all documentation (i.e. certified payroll, time sheets, pesticide application records, etc., etc.), this will all be made available to the Department of Public Works upon request.

LANDSCAPE QUALITY AUDIT

TruGREEN LandCare

Property Name _____
 Street Address _____
 City, State _____
 Branch Name + Number _____
 Job # _____
 Customer # _____
 TruGreen Representative _____
 Date of Report _____

CATEGORY RATING CRITERIA	
5	Exceptional
4	Exceeds Requirements
3	Meets Requirements
2	Needs Improvement
1	Does Not Meet Requirements

Note: The Landscape Quality Audit is based on a set of written standards that are to be used to determine the score for each subcategory in the landscape that is being rated.

	1	2	3	4	5	N/A	Submit Proposal	Planned Action
1.0 LAWN								
1.1 Mowing Lines /Turf Cut								
1.2 Edging								
1.3 Lawn Fertility								
1.4 Weed Control								
1.5 Insect and Disease								
1.6 Irrigation								
LAWN TOTAL								

	1	2	3	4	5	N/A	Submit Proposal	Planned Action
2.0 SHRUB BEDS								
2.1 Pruning								
2.2 Plant Fertility								
2.3 Weed Control								
2.4 Mulch								
2.5 Insect and Disease								
2.6 Irrigation								
SHRUB BED TOTAL								

	1	2	3	4	5	N/A	Submit Proposal	Planned Action
3.0 SEASONAL COLOR								
3.1 Overall Appearance								
3.2 Pruning								
3.3 Plant Fertility								
3.4 Weed Control								
3.5 Insect and Disease								
3.6 Irrigation								
SEASONAL COLOR TOTAL								

	1	2	3	4	5	N/A	Submit Proposal	Planned Action
4.0 GENERAL SERVICE								
4.1 Parking Lots/Sidewalks								
4.2 Debris Pick Up/ Blowing								
4.3 Proactive Suggestions								
4.4 Response Time								
4.5 Consistency of Service								
4.6 Communication w/ TruGreen								
GENERAL SERVICE TOTAL								

REPORT SUMMARY	Category Score	Div by	Number of Categories	Avg Quality	Check Appropriate LQA Rating
1.0 LAWN		5			Exceptional (5.0)
2.0 SHRUB		6			Exceeds Requirements (4.0-4.9)
3.0 SEASONAL COLOR		6			Meets Requirements (3.0-3.9)
4.0 GENERAL SERVICE		6			Needs Improvement (2.0-2.9)
TOTAL SCORE		24			Does Not Meet Requirements (1.0-1.9)

INSPECTION APPROVAL		
Client Signature: _____	Print Name: _____	Date: _____

Initial Landscape Assessment

TRUGREEN LandCare™

Property Name: _____
 Location: _____

Date: _____
 Prepared By: _____

Mowing Lines/Turf Cut

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeline to Improve	

Edging

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeline to Improve	

Lawn Fertility

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeline to Improve	

Weed Control

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeline to Improve	

Insect & Disease

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeline to Improve	

Irrigation

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeline to Improve	

Upon completing the information on this worksheet continue on to the worksheet titled: **Shrubs**

Initial Landscape Assessment

TRUGREEN LandCare™

Property Name: _____
Location: _____

Date: _____
Prepared By: _____

Pruning

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current
Condition

Proposed
Actions

Timeline
to Improve

Plant Fertility

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current
Condition

Proposed
Actions

Timeline
to Improve

Weed Control

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current
Condition

Proposed
Actions

Timeline
to Improve

Mulch

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current
Condition

Proposed
Actions

Timeline
to Improve

Insect & Disease

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current
Condition

Proposed
Actions

Timeline
to Improve

Irrigation

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current
Condition

Proposed
Actions

Timeline
to Improve

Upon completing the information on this worksheet continue on to the worksheet titled: **Seasonal Color**

Initial Landscape Assessment

TRUGREEN LandCare™

Property Name: _____
 Location: _____

Date: _____
 Prepared By: _____

Overall Appearance

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Pruning

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Plant Fertility

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Weed Control

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Insect & Disease

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Irrigation

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Upon completing the information on this worksheet continue on to the worksheet titled: **General Services**

Initial Landscape Assessment

TRUGREEN LandCare™

Property Name: _____

Date: _____

Location: _____

Prepared By: _____

Parking Lots/Sidewalks

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☒ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current
Condition

Proposed
Actions

Timeline
to Improve

Debris Pick-Up & Blowing

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current
Condition

Proposed
Actions

Timeline
to Improve

Proactive Suggestions

- ☐ Exceptional
- ☒ Does Not Meet Requirements
- ☐ Exceptional
- ☒ Consistency of Service
- ☐ Exceptional
- ☒ Communication w/ Vendor
- ☐ Exceptional
- ☒ Does Not Meet Requirements

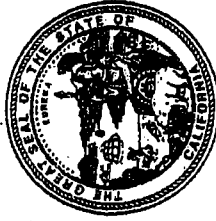
Congratulations you have completed the ILA!!! Now check your work: Turf

**Subcontractors will be used
ONLY
if required by the County**

Licenses

LICENSE NO.
03800 00004

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814
(916) 445-4038



THIS LICENSE EXPIRES
December 31, 2007

**PEST CONTROL BUSINESS LICENSE
BRANCH LOCATION**

TRUGREEN LANDCARE
1323 W 130TH ST
GARDENA CA 90247

--- POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW ---
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE.

Bob Mackie Pest Control Advisor #AA-02579, Arborist # WC-3330
Region Technical Manager
TruGreen ChemLawn, California Region

Arbor Staff Qualifications

<u>Name</u>	<u>Position</u>	<u>Years</u>	<u>Certification</u>
Jose Manuel Perez	Operations Manager	22	WE – 0818A** WC – 352*
Wallace Burch	Region Safety Coordinator	22	WE – 0713A**
Sal Corona	Project Supervisor	30	WC – 890*
Scott Rodgers	Project Supervisor	12	WE – 3140A**
Jesus Cano	Field Supervisor	25	WC – 334*
Romuldo Gaeta	Field Supervisor	22	WC – 368*
Donato Leon	Field Supervisor	16	WC – 351*
Luis Garcia	Field Supervisor	12	WC – 445*
Julian Jimenez	Field Supervisor	12	WC – 446*
Gonzalo Regalado	Field Supervisor	11	WC – 495*
Ricardo Macias	Field Supervisor	6	WE – 4390A**
Steve Ponce	Field Supervisor	4	WE – 6461A**
Ramon Arvisu	Tree Worker	16	WC – 366*
Juan Pena	Tree Worker	16	WC – 371*
Francisco Pichardo	Tree Worker	16	WC – 453*
Raul A Pichardo	Tree Worker	16	WC – 372*
Rodolfo Toro	Tree Worker	16	WC – 591*
Francisco Urena	Tree Worker	16	WC – 375*
Renaldo Hernandez	Tree Worker	12	WC – 370*
Angel Perez	Tree Worker	11	WC – 717*

*Three digit certification numbers, like WC-329, are Certified ISA Tree Workers

** Five digit certification numbers, like WE-0713A, are Certified ISA Arborists



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE
02/01/2006

VALID THROUGH
12/31/2007

QL 33033

BCF

MICHAEL J SKOPIK
231 CALIFORNIA ST
LA HABRA CA 90631

SIGNATURE

This person is qualified to apply or supervise the application of pesticides pursuant to Division 6, Chapter 8 of the Food and Agricultural Code in the categories indicated on the face of this card. This license does not authorize any person to engage for hire in the business of pest control. A DPR Pest Control Business License is required, in addition to this Qualified Applicator License to engage in the business of Pest Control for hire. This license must be shown to any representative of the Director or Commissioner upon request.

License Categories

- | | |
|---|-------------------------------|
| A. Residential, Industrial, and Institutional | H. Seed Treatment |
| B. Landscape Maintenance | I. Animal Agriculture |
| C. Right of Way | J. Demonstration and Research |
| D. Plant Agriculture | K. Health Related |
| E. Forest | L. Wood Preservation |
| F. Aquatic | M. Antifouling-Tributyltin |
| G. Regulatory | N. Sewer Line Root Control |
| | Q. Maintenance Gardener |



International
Society
of Arboriculture

CERTIFIED ARBORIST

Oscar E. Garcia

Certificate Number:

WE-3033A

Expiration Date:

6/30/2008

License Detail

California Home

Friday, February 10, 20

License Detail

Contractor License # 774548

CALIFORNIA CONTRACTORS STATE LICENSE BOA

DISCLAIMER

A license status check provides information taken from the CSLB license data base. Before relying on this information, you should be aware of the following limitations:

- CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license data base.

Extract Date: 02/10/2006

***** Business Information *****

TRUGREEN LANDCARE A GENERAL PARTNERSHIP
860 RIDGE LAKE BLVD
MEMPHIS, TN 38120
Business Phone Number: (901) 681-1800

Entity: Partnership

Issue Date: 02/03/2000 Expire Date: 02/29/2008

***** License Status *****

This license is current and active. All information below should be reviewed.

***** Classifications *****

Class	Description
D49	TREE SERVICE
C27	LANDSCAPING

***** Bonding Information *****

CONTRACTOR'S BOND: This license filed Contractor's Bond number 285014359 in the amount of \$10,000 with the bonding company
LIBERTY MUTUAL INSURANCE COMPANY.
Effective Date: 01/01/2004

License Detail

Page 2 of 2

Contractor's Bonding History

BOND OF QUALIFYING INDIVIDUAL(1): This license filed Bond of Qualifying Individual number 10326590300262 for MARK JOSEPH WESEL in the amount of \$7,500 with the bonding company **ACE PROPERTY AND CASUALTY INSURANCE COMPANY.**
Effective Date: 07/18/2001

BOND OF QUALIFYING INDIVIDUAL(2): This license filed Bond of Qualifying Individual number 10326590300095 for WALLACE EUGENE BURCH in the amount of \$7,500 with the bonding company **ACE PROPERTY AND CASUALTY INSURANCE COMPANY.**
Effective Date: 07/11/2000

***** Workers Compensation Information *****

This license has workers compensation insurance with the **ZURICH AMERICAN INSURANCE COMPANY (4581-5)**
Policy Number: WC293852503 Effective Date: 01/01/2006 Expire Date: 01/01/2007

Workers Compensation History***** Miscellaneous Information *****

Date	Description
06/13/2004	CLASS B REMOVED

Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List **Other Licenses**

License Number Request**Contractor Name Request****Personnel Name Request****Salesperson Request****Salesperson Name Request**

© 2005 State of California. Conditions of Use Privacy Policy

FAX NO.

P.



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



DATE OF ISSUE
12/03/2005

QUALIFIED APPLICATOR LICENSE

12/31/2008

QL 32094

B

EDWIN D CASTRO

1228 ALEXANDER ST

SIMI VALLEY CA 93065

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **774548** Entry **PART**

Business Name **TRUGREEN LANDCARE A GENERAL PARTNERSHIP**

Classification **C61/C49 C27**

Expiration Date **02/29/2008**



Any change of business address/number must be reported to the Registrar within 90 days.

This license is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. This pocket card is valid through the expiration date only.

If found, drop in any mailbox
Postage guaranteed by:
Contractors State License Board
P.O. Box 26000
Sacramento, CA 95826

Licensee Signature

Proof of Valid Insurance

MEMORANDUM OF INSURANCE

12/05/05

PRODUCER

AON RISK SERVICES, INC. OF ILLINOIS
AON CENTER
200 EAST RANDOLPH STREET
CHICAGO, ILLINOIS 60601

D/B/A Aon Risk Insurance Services of Illinois, CA License #0095623

INSURED

TruGreen LandCare L.L.C. and Additional Entities listed below
P.O. Box 17167
Memphis, Tennessee 38187
United States

THIS MEMORANDUM IS A MATTER OF INFORMATION ONLY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A Zurich American Insurance Company

COMPANY B National Union Fire Insurance Company of Pittsburgh, PA

COMPANY C

COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DOWN NEXT HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	GLO 2938528-03	01/01/2006	01/01/2009	GENERAL AGGREGATE	\$5,000,000
					PRODUCTS -COMP/OP AGG	Included in Above
					PERSONAL & ADV INJURY	\$3,000,000
					EACH OCCURRENCE	\$3,000,000
					FIRE DAMAGE (any one fire)	\$1,000,000
					MED EXP (any one person)	\$5,000
A	AUTOMOBILE LIABILITY ANY AUTO	BAP2938531-03 (AOS)	01/01/2006	01/01/2009	COMBINED SINGLE LIMIT	\$5,000,000
					BODILY INJURY (per person)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
					AUTO ONLY (each accident)	
					OTHER THAN AUTO ONLY	
	GARAGE LIABILITY				EACH ACCIDENT	
					AGGREGATE	
					EACH OCCURRENCE	\$5,000,000
					AGGREGATE	\$5,000,000
B	EXCESS LIABILITY UMBRELLA FORM	BE4484642	04/01/2005	04/01/2006		
A A	WORKERS COMP & EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNERS/ EXECUTIVE OFFICERS ARE: INCLUDED	WC 2938525-03 (AOS) WC2938527-03 (WI)	01/01/2006	01/01/2009	X	WC Statutory limits
					EL EACH ACCIDENT	\$1,000,000
					EL DISEASE- POLICY LIMIT	\$1,000,000
					EL DISEASE - EA EMPLOYEE	\$1,000,000
	PROPERTY					

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Aon Risk Services is prohibited. "Authorized viewer" shall mean an entity or person, which is authorized by the insured named herein to access this Memorandum via Aonline. The information contained herein is as of the date referred to above. Aon Risk Services shall be under no obligation to update such information.

Additional Information

*The named insured includes (but is not limited to):

Clean Lawn L.L.C.
Trees, Inc.
Snow Removers L.L.C.
Arteka Corporation
D.R. Church Landscape Co., Inc.
Arteka L.L.C.
Schumacher Landscaping, L.L.C.
Schumacher Landscaping, Inc.
TruGreen LandCare, A General Partnership
TruGreen LandCare, L.L.C.

Any party with which the named insured is contractually required to include as additional insured, loss payee or mortgagee, is automatically granted such status; mortgagees of property leased by the named insured are also automatically granted such status where required. However, coverage under the policy only applies to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy.

Existence of more than one insured or additional insured or other interests shall not serve to increase the limits of liability of the policy.

Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

If the enclosed Memorandum of Insurance does not meet the required minimum limits, TruGreen LandCare acknowledges that the required insurance coverage will be provided prior to commencing work under the proposed contract (s).

Labor Regulations and Record Keeping Requirements

a.

- I. Employees are responsible for reporting directly to the established satellite office closest to the contracted client location (centralized). The employees' shift starts at their scheduled start time; typically 6:30 am, depending on contract requirements. Employees are paid from the time they are scheduled to begin working (or sooner if they perform work of any kind even prior to their scheduled shift) beginning at the centralized satellite location.
- II. Employees are required to keep on the time-sheets that must be completed showing the start time they begin working, the property on which the hours were worked, and lunch breaks. These are reviewed daily by the Area Manager and immediate Crew Supervisor. Employees are required to sign time-sheets daily
- III. Time sheets are kept on each employee and tracked daily by each employee showing work start times, end times, lunches, and the properties on which they worked for those hours. These daily time-sheets are reviewed by the immediate Crew Supervisor and Area Manager and are signed by the Area Manager daily. Employees create these time sheets but they are also reviewed by the Crew Leader and Supervisor. The Crew Leader reviews for accuracy for the jobs associate with the hours. The Area Manager reviews to ensure lunch breaks are being taken and reflected appropriately. The hours documented by the employee and signed for by the employee are transferred into a payroll time and attendance system that calculates payroll and is used to generate pay. A payroll report is created weekly to explain the check to the employee, the hours worked daily, and what was overtime versus regular hours.
- IV. There is also a Human Resources Audit process that occurs at all business units with the Organization that occurs approximately twice a year by the Region Human Resources Manager. This audit encompasses a review of a valid sampling of payroll and the respective time-sheets. A comparison is made between hours documented by employees, hours paid, calculation of overtime, both daily, and weekly and ensures we are providing weekly reports to employees to explain their pay check weekly. This audit covers two pay-period during our highest volume of staffing. All errors are reported into a centralized database at our Corporate Headquarters for audit and review.

- V. Employees lunch breaks are reflected on their time sheets and are signed by the employee confirming a lunch was taken. Breaks are taken and monitored by the Crew Supervisor and audited by the Area Manager.

b.

- I. Employee payroll checks are generated by a centralized mainframe payroll system that received file feed from the branch's time and attendance system. The system takes the hours from the time and attendance system, and issues the employee a paycheck systematically. The time and attendance system has programming that takes the hours and calculates the overtime, daily and weekly as well as overtime for workweeks consisting of more a certain number of workdays in a week. Employees are paid all hours due that pay period on one check. The wages are broken up on the check into different earning buckets showing the employee the total dollar amount for overtime, regular hours, bonus, commission, vacation, holiday, etc.
- II. Manual checks are never issued to streamline the payroll process, maintain compliance with overtime laws and IRS regulations, and ensure appropriate wage rates where living or prevailing wage apply.
- III. Very seldom, if ever, will an employee work multiple jobs requiring multiple wages. However, in those instances, the system is designed to track, and pay appropriately as required by living or prevailing wage requirements. Checks are systematically generated from hours entered into the time and attendance system using hours the employee documented on his/her time card. Each hour worked is accounted for and associated with the contract on which the employee's time is spent. This job is attached to a wage for any contracts that must comply with any living wage or prevailing wage situation. The hours worked on that particular job is coded to that appropriate wage to ensure employees are paid for the appropriate wage for those hours. Employees document daily which jobs they spend time on and the times they were on those jobs. The system's logic is designed to appropriate assign the rate to that employee's hours based on the job the employee documents having worked on (imbedded in the system's design).
- IV. Travel time during an employee's shift is paid at the rate that corresponds to the job on which the employee is working. Travel time consists of all travel from the point of meeting for work at the satellite location at the beginning of the day, travel from site to site

if that is required, and travel back to the satellite at the end of the day.

- V. Employees are typically on one job without ever having to work on jobs causing the employee to have multiple wage rates. Overtime is calculated at 1.5 or 2 times the rate associated with the job on which the employee worked the overtime hours depending on the number of hours worked that day and that week and the corresponding overtime law requirements.

Wednesday

Unexcused 910

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

45723 HERNANDEZ, PAUL
1524 W DEL AMO BLVD
Torrance

SSN 9011

Check # 01370995

CA 90501

Payroll Start Date 1/22/06 End Date 1/28/06

Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
	8.00	8.00	8.00	8.00	8.00		40.00	11.10	444.00
.00	8.00	8.00	8.00	8.00	8.00	.00	40.00		444.00

FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED.
3.63	33.97	.00	.00	3.56	41.16

NET PAY 402.84
=====

PAID

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 9024756317 MENDOZA, JALME
6500 TEMPLETON STREET
HUNTINGTON PARK

SSN 4806

Check # 01371013

Payroll Start Date 1/22/06 End Date 1/28/06

CA 90255

REGULAR

Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
.00	8.00	8.00	8.00	8.00	8.00	.00	40.00	9.83	393.20
								40.00	393.20

FED W/H	FICA	STATE	LOCAL	OTHER DED
.00	30.08	.00	.00	.15

TOTAL DED. 33.23

NET PAY 359.97

=====

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

56331 DELGADO JOSE
11711 1/2 ALLIN ST
CULVER CITY

SSN 0760

Check # 01370967

CA 90230

Payroll Start Date 1/22/06 End Date 1/28/06

Page Number 1
Date 2/22/06

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR	8.00	8.00	.00	.00	8.00	8.00	.00	32.00	9.46	302.72
	8.00	8.00	.00	.00	8.00	8.00	.00	32.00		302.72

	FED W/H	FICA	STATE	LOCAL	OTHER DED
	2.20	23.16	.00	.00	2.43

TOTAL DED. 27.79

NET PAY 274.93

Handwritten: **PAID**

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247261085 CABELLO, ALFREDO
125 E BARCLAY ST
LONG BEACH

CA 90805

SSN 6946

Check # 01370951

Payroll Start Date 1/22/06 End Date 1/28/06

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR	8.00	8.00	8.00	8.00	8.00	8.00		40.00	10.33	413.20

	.00	8.00	8.00	8.00	8.00	8.00	.00	40.00		413.20
--	-----	------	------	------	------	------	-----	-------	--	--------

FED W/H	28.23
STATE	7.05
LOCAL	.00
OTHER DED	3.30
TOTAL DED.	70.19

NET PAY 343.01
=====

STW

58151

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

294075 CHACON MIRANDA, ANTONIO
323 W 3RD STREET
SAN PEDRO CA 90731

SSN 0039

Check # 01370958

TruGreen-LandCare
Employee Pay Summary

Page Number 1
Date 2/22/06

Payroll Start Date 1/22/06 End Date 1/28/06

Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total Hours	Rate	Gross
.00	8.00	8.00	8.00	8.00	8.00	8.00	40.00	9.46	378.40

.00	8.00	8.00	8.00	.00	.00	8.00	40.00		378.40
-----	------	------	------	-----	-----	------	-------	--	--------

FED W/H	FICA	STATE	LOCAL	OTHER DED
.00	28.31	.00	.00	3.02

TOTAL DED. 31.96

NET PAY 346.44

=====

PAID

Servicemaster

2006 SERVICEMASTER'S GUIDE TO UNDERSTANDING YOUR PAYCHECK STUB

Period Ending:

Check No. _____

Employee Name: _____

Employee ID _____

AMOUNT OF CHECK

349.21

A				B			
Gross Wages				Taxable Earnings			
393.00				345.96			
				Net Pay			
				349.21			
Description	Hours	Gross Wages	Year To Date	Description	Taxes/Ded	Year-To Date	
Regular	C 40 00	320 00	320 00	Federal Income Tax	O 17 00	17 00	
Overtime	D 2 00	15 00	15 00	Federal FICA Withheld	P 24 92	24 92	
Addtl Pay	E			Federal Medicare Withheld	Q 5 83	5 83	
Add/Rtr	F	50 00	50 00	(xx) Department of Revenue	R		
Commission	G			DI/SUI Tax Withheld	S		
Vacation	H			GLTC	T		
Holiday	I 8 00	8 00	8 00	ESPP	U 5 00	5 00	
Sick	J			*Medical	V 34 62	34 62	
Snow Removal	K			*Dental	W 12 42	12 42	
ESPP Match	L			*Vision	X		
Xcess Life	M			Vol AD&D	Y		
Dep Life Imp	N			*LTD	Z		
Vehicle Use				*401 k	AA		
				*FSA - Medical	BB		
				*FSA - Dep Care	CC		
				Dep Life	DD		
				Supp Life	EE		

* A deduction with an asterisk (*) is a PRE TAX deduction.

Note: It is the employee's responsibility to verify their hours are correct and accurate. Please notify your supervisor immediately if there are any corrections needed to your hours worked.

- A.) Gross Wages- Amount earned before any deductions are made.
- B.) Earnings- Amount of taxable earnings after any salary conversion or pre-tax deductions.
- C.) Regular-Represents hours & wages worked & earned during a pay period.
- D.) Overtime-Represents hours & wages worked & earned in overtime.
- E.) Addtl Pay- Any additional pay from ServiceMaster
- F.) Add/Rtr- Any retroactive pay due.
- G.) Commission-Any commission due.
- H.) Vacation-Any vacation pay due
- I.) Holiday- Any holiday pay due.
- J.) Sick-Any sickpay due.
- K.) Snow Removal-Any snow pay due.
- L.) ESPP Match- The ESPP company matching 15% contribution is added to gross wages, taxed & removed before net pay is reached.
- M.) Xcess Life or Dep Life Input - Amounts of Life Insurance in excess of \$50,000 may be taxable depending on age, annual salary and/or volume according to IRS regulations. Any taxable cost is added to gross wages, taxed & removed before net pay.
- N.) Vehicle Use- Taxable value of the personal use of company vehicle.
- O.) Federal Income Tax- The amount of Federal Tax due based on the W-4 on file.
- P.) Federal FICA Withheld- Deduction for Social Security taxes.
- Q.) Federal Medicare Withheld- Deduction for Medicare Insurance.
- R.) Department of Revenue- The amount of State tax withheld for those that have a State Tax.
- S.) DI/SUI- States that require you to contribute to a state disability fund or state unemployment insurance.
- T.) GLTC-Deduction for Group Term Long Term Care Insurance.
- U.) ESPP- If you elect to participate in the Employee Stock Purchase Plan-the POST TAX deduction appears here.
- V.) Medical- PRE-TAX deduction for Medical Insurance.
- a.) Med HMO
- b.) Med PPO (base) c.) Med Basic Sv
- d.) Med PPO BU (buy up) e.) Med HMSA
- W.) Dental- The PRE-TAX deduction for Dental Insurance.
- a.) Den PPO (base) b.) Den DHMO
- c.) Den PPO BU (buy up)
- X.) Vision-The PRE-TAX deduction for Vision Insurance.
- Y.) AD&D-POST-TAX deduction for Accidental Death & Dismemberment Insurance.
- Z.) LTD- POST-TAX deduction for Long Term Disability Insurance.
- AA.) 401 k- PRE-TAX 401 k deduction
- BB.) FSA - Medical PRE-TAX deduction for the Health Care Reimbursement Account.
- CC.) FSA - Dep Care PRE-TAX deduction for the Depend Care Reimbursement Account.
- DD.) Dep Life Insurance- POST TAX deduction for Dep Life Insurance coverage.
- EE.) Supp Life Insurance- POST TAX deduction for Employee Supp Life Insurance coverage.

Retroactive or refund premiums processed as an adjustment are recorded separately on the employee's paycheck. Examples include a qualified status change or enrollments received after the coverage effective date

If an employee missed health and welfare benefit deductions, they are collected as arrears and included on the paycheck with the regularly scheduled benefit deduction.

Additional Information

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

Page 1 of 6

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: <u>Green Tech</u> Name of Parent Company (if applicable):	Attendee's Name: <u>Ruth Hernandez</u> Title: <u>Owner</u>	Mailing Address: <u>13128 Telegraph Rd Ste G-1</u> City: <u>SFS</u> State: <u>CA</u> Zip: <u>90670</u> Telephone Number: <u>(800) 420 1962</u> FAX: <u>(562) 777 962</u> e-mail Address: <u>green@techonline.com</u>
Company Name: <u>EAR EAST Landscape</u> Name of Parent Company (if applicable):	Attendee's Name: <u>Tony Moore</u> Title: <u>Owner</u>	Mailing Address: <u>PO Box 951351</u> City: <u>Mission Hills</u> State: <u>CA</u> Zip: <u>91391</u> Telephone Number: <u>(661) 297-0676</u> FAX: <u>(661) 297-6282</u> e-mail Address: <u>EAR.EAST@earthlink.net</u>
Company Name: <u>Dremier</u> Name of Parent Company (if applicable):	Attendee's Name: <u>Josh Song</u> Title: <u>GM.</u>	Mailing Address: <u>4885 Wilshire Blvd. #259</u> City: <u>L.A.</u> State: <u>CA</u> Zip: <u>90010</u> Telephone Number: <u>(310) 386-2552</u> FAX: <u>(310) 386-2546</u> e-mail Address: <u>phms@pacbell.net</u>
Company Name: <u>MISORI SARRETS</u> Name of Parent Company (if applicable):	Attendee's Name: <u>AL GARNATIZZO</u> Title: <u>Controller</u>	Mailing Address: <u>3231 S. Main St.</u> City: <u>San Francisco</u> State: <u>CA</u> Zip: <u>94107</u> Telephone Number: <u>(415) 251-8792</u> FAX: <u>(415) 251-8792</u> e-mail Address: <u>Midori@scs.com</u>

Please print clearly and leave two of your business cards.

3UBICONTRACT\AMGENERAL\PROPCONF.WPD

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

please print clearly and leave two of your business cards.

Page 3 of 6

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: TROPICAL CREATIONS, Inc Name of Parent Company (if applicable):	Attendee's Name: MAC BUREN Title: UP	Mailing Address: 18555 EDDY ST City: NOGATA 2106E State: CA Zip: 91324 Telephone Number: (818) 885-5500 FAX: (818) 835-5554 e-mail Address: m.buren@tropicalcreations.com
Company Name: Smyzel's Inc. Name of Parent Company (if applicable):	Attendee's Name: Ezekiel Smyzer Title:	Mailing Address: 1663 E. Del Amo City: Carson State: CA Zip: 90746 Telephone Number: 923 977-7223 FAX: () e-mail Address:
Company Name: ROZCO Landscape and TREE company Name of Parent Company (if applicable):	Attendee's Name: Robert Cisneros Title: Sales & operators	Mailing Address: 11194 Pipeline Ave City: Brona State: CA Zip: 91766 Telephone Number: (909) 623-8287 FAX: 909 144-0634 e-mail Address: Robert@rozcolandscape.com
Company Name: Systems Management Inc Name of Parent Company (if applicable):	Attendee's Name: Jason Waise Title: Business Admin.	Mailing Address: P.O. Box 92433 City: Pasadena State: CA Zip: 91109 Telephone Number: (626) 791-1388 FAX: (626) 791-1494 e-mail Address: sm@sm.com sm:626@msn.com

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

please print clearly and leave two of your business cards.

Page 4 of 6

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: TRUGREEN LANDSCAPE Name of Parent Company (if applicable): SERVICES MASTER	Attendee's Name: CHRIS DAUGHERTY Title: AREA MANAGER	Mailing Address: 1223 W. 130th St. City: Cardena, CA State: CA Zip: 90247 Telephone Number: (310) 354-1520 FAX: () e-mail Address:
Company Name: United Pac. & Sec Name of Parent Company (if applicable):	Attendee's Name: JACK MORRIS Title: General Manager	Mailing Address: 120 E LA HABRA Blvd. City: LA HABRA State: CA Zip: 92631 Telephone Number: (562) 691-4600 FAX: (562) 691-8839 e-mail Address:
Company Name: Toyo Landscape Name of Parent Company (if applicable):	Attendee's Name: Michael T. Ohsaka Title: Sec. Treas	Mailing Address: 264 N Cypress City: Orange State: CA Zip: 92867 Telephone Number: (714) 633-5200 FAX: (714) 633-5038 e-mail Address: MTOSHAKA@AOL
Company Name: merchants lands Name of Parent Company (if applicable):	Attendee's Name: Patrick Healy Title: L.A. Branch manager	Mailing Address: 11220 1/2 Pedraia St. City: San Valer State: CA Zip: 91325 Telephone Number: (800) 645-4881 FAX: (818) 504-2578 e-mail Address: Patrick@merchantslandscape.com

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

please print clearly and leave two of your business cards.

Page 5 of 6

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: <u>Sun-Scapes Landscape Co.</u> Name of Parent Company (if applicable):	Attendee's Name: <u>Jennifer Barvati</u> Title: <u>Estimator</u>	Mailing Address: <u>1529 W. 13th St. #D</u> City: <u>Upland</u> State: <u>CA</u> Zip: <u>91780</u> Telephone Number: <u>(909) 982-0325</u> FAX: <u>(909) 982-0394</u> e-mail Address: <u>info@sun-scapes.net</u>
Company Name: <u>ENVIROPAINT</u> Name of Parent Company (if applicable):	Attendee's Name: <u>TAMARA WATKINS</u> Title: <u>For now</u>	Mailing Address: <u>2010 S Central Ave</u> City: <u>LA</u> State: <u>Calif</u> Zip: <u>90599</u> Telephone Number: <u>(323) 5635642</u> FAX: <u>(323) 5635642</u> e-mail Address: <u>3104330579</u>
Company Name: <u>Elvira Gardening</u> Name of Parent Company (if applicable):	Attendee's Name: <u>Santiago Gonzalez</u> Title:	Mailing Address: <u>2583-20 SIERRA HWY</u> City: <u>ACTON</u> State: <u>CA</u> Zip: <u>93510</u> Telephone Number: <u>(661) 769-2958</u> FAX: <u>Same</u> e-mail Address:
Company Name: <u>Complete LANDSCAPE CARE</u> Name of Parent Company (if applicable):	Attendee's Name: <u>Stephen Cox</u> Title: <u>OPERATIONS MANAGER</u>	Mailing Address: <u>10715 Bloomfield Ave</u> City: <u>Santa Fe Springs</u> State: <u>CA</u> Zip: <u>90670</u> Telephone Number: <u>562 944-4441</u> FAX: <u>562 941-9943</u> e-mail Address: <u>Steve@CompleteLandscapeCare.com</u>

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

lease print clearly and leave two of your business cards.

Page 6 of 6

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: Barrios & Associates Name of Parent Company (if applicable):	Attendee's Name: John Barrios Title: Project Manager	Mailing Address: 302 E. Foothill Blvd. City: San Dimas State: CA Zip: 91773 Telephone Number: (626) 524-8873 FAX: (909) 592-9809 e-mail Address: jvbarrios@earthlink.net
Company Name: Name of Parent Company (if applicable):	Attendee's Name: Title:	Mailing Address: City: State: Zip: Telephone Number: ()) FAX: () e-mail Address:
Company Name: Name of Parent Company (if applicable):	Attendee's Name: Title:	Mailing Address: City: State: Zip: Telephone Number: ()) FAX: () e-mail Address:
Company Name: Name of Parent Company (if applicable):	Attendee's Name: Title:	Mailing Address: City: State: Zip: Telephone Number: ()) FAX: () e-mail Address:

Forms List

VERIFICATION OF STATEMENT OF QUALIFICATIONS

FORM PW-1

DATE: 02-22, 2006

THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: Landscape Maintenance

DECLARANT INFORMATION

3. NAME OF DECLARANT: David G. Evans

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE VENDOR(S).

5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE VENDOR IS: Branch Manager

VENDOR INFORMATION

6. Vendor's full legal name: TruGreen LandCare, A General Partnership

7. Vendor's fictitious business name or dba (if any): N/A

8. The Vendor's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor

☐ A corporation:

Corporation's principal place of business:

State of Incorporation:

President/CEO:

Secretary:

☒ A general partnership:

Names of partners: TruGreen LandCare, E.L.C

☐ A limited partnership:

~~TruGreen Companies, L.L.C~~

Name of general partner:

☐ A joint venture of:

Names of joint venturers:

☐ A limited liability company:

Name of managing member:

9. The only persons or firms interested in this proposal as principals are the following: TruGreen LandCare

Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip

10. This proposal is made without collusion with any other person, firm, or corporation. The Vendor has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Vendor's own knowledge. The Vendor has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this proposal is accepted, the Vendor will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.

☒ (1) I am making these representations on my personal knowledge;

11. CHECK ONE:

OR

☐ (2) I am making these representations based on information and belief that they are true.

declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Signature of Vendor or Authorized Agent:

David G. Evans

Type name and title:

David G. Evans Branch Manager

FORM PW-2

OMITTED FOR THIS RFSQ PROCESS

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or Vendor is excepted from the Program.

Company Name: <u>TruGreen LandCare, A General Partnership</u>			
Company Address: <u>1323 West 130th Street</u>			
City: <u>Gardena</u>	State: <u>CA</u>	Zip Code: <u>90247</u>	
Telephone Number: <u>310/354-1520</u>			
(Type of Goods or Services): <u>Landscape Maintenance</u>			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.


"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. ATTACH THE AGREEMENT.

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: David G. Evans	Title: Branch Manager
Signature: 	Date: 02/22/06

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Request For Statements of Qualifications for Landscape Maintenance
 SERVICE BY VENDOR TruGreen LandCare, A General Partnership
 PROPOSAL DATE: 02/22/06

This information must include all work undertaken in the State of California by the Vendor and any partnership, joint venture or corporation that any principal of the Vendor participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate explanation of date which the Vendor would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2001	2002	2003	2004	2005	Total	Current Year to Date
1. Number of contracts	50	210	190	197	35	682	35
2. Total dollar amount of Contracts (in thousands of dollars)	1,800	8,160	8,280	7,900	6,160	32,300	6,160
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	0	1	3	3	4	11	0
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	2	27	19	0	48	0
6. No. of lost workdays	0	4	150	15	4	173	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

TruGreen LandCare, A General Partnership

David G. Evans

Name of Vendor or Authorized Agent (print)

Signature

02/22/06

Date

CONFLICT OF INTEREST CERTIFICATION

FORM PW-5

I, David G. Evans

- ☐ sole owner
☐ general partner
☐ managing member
☒ President, Secretary, or other proper title) Branch Manager

of TruGreen LandCare, A General Partnership
Name of Vendor

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed

David G. Evans

Date

02/22/06

VENDOR'S REFERENCE LIST

PLEASE SEE ATTACHED

PROPOSED CONTRACT FOR: _____

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Vendor during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

Vendor's Reference List (Form PW-6)

1. Other Governmental Agencies and Private Companies

Fax:

Juan Price – 310/802-5310-310/802-5301
City of Manhattan Beach
Landscape Maintenance
1994 – Present

Fax:

Andy Ramirez – 323/584-6214-323/584-6310
City of Huntington Park
Landscape Maintenance
2004 - Present

Fax:

Tito Molina – 310/458-8974-310/399-6984
City of Santa Monica
Landscape Maintenance
1989 – Present

Fax:

Jan Bartolo – 818/238-5315-818/238-5321
City of Burbank
Landscape Maintenance
2004 - Present

Fax:

Larry Still – 310/544-5252-310/544-5295
City of RPV
Landscape Maintenance
2004 – Present

Fax:

Mark Trujillo – 310/524-2716-310/414-0911
City of El Segundo
Landscape Maintenance
2004 – Present

Fax:

Kevin Trudeau – 323/848-6339-323/848-6565
City of West Hollywood
Landscape Maintenance
1994 – Present

Fax:

Michael Flaherty – 310/318-0259-310/798-2917
City of Hermosa
Landscape Maintenance
2004 - Present

Fax:

David Torres – 323/563-5785-323/582-3106
City of South Gate
Landscape Maintenance
1999 – Present

Fax:

Steve Farmer – 310/973-3263-310/371-8877
City of Lawndale
Landscape Maintenance
2004 - Present

Fax:

Louis McKenzie – 310/605-5691-310/639-4955
City of Compton
Landscape Maintenance
2003 – Present

Fax:

Mary Keener – 310/615-2650 X217-310/322-4334
El Segundo Unified School District
Landscape Maintenance
2001 - Present

Fax:

Art Romero – 562/220-2113-562/220-2105
City of Paramount
Landscape Maintenance
1999 – Present

Fax:

Rudy Garcia – 213/851-2435-213/485-1540
City of Los Angeles
Bureau of Street Services
1998-Present

Fax:

Pat Agnitch – 310/285-2537-310/385-0840
City of Beverly Hills
Landscape Maintenance
1998 – Present

Vendor's Reference List (Form PW-6)
A. County of Los Angeles Agencies

Fax:

Wayne Shumaker – 310/577-5742-310/306-2594
L.A. County Beaches and Harbor
Marina Del Rey
Landscape Maintenance
1994-Present

Fax:

Bill Hottran – 626/926-2311-626/968-1372
L.A. County Belvedere Parks
Landscape Maintenance
2001-Present

Fax:

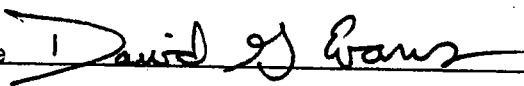
Vickie Valles – 626/458-7393-626/458-7395
L.A. County
Department of Public Works
Landscape Maintenance
2002-Present

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Vendor's Name	TruGreen LandCare, A General Partnership
Address	1323 West 130th Street Gardena, California 90247
Internal Revenue Service Employer Identification Number	36-4313318

In accordance with Los Angeles County Code Section 4.32.010, the Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The Vendor has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The Vendor periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The Vendor has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the Vendor has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Vendor	TruGreen LandCare, A General Partnership	
Authorized representative	David G. Evans	
Signature		Date 02/22/06

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

[illegible]

All Vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: TruGreen LandCare, A General Partnership

My County (WebVen) Vendor Number: 52607901

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input checked="" type="checkbox"/> General Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): 197					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Black/African American					
Hispanic/Latino			9	1	181
Asian or Pacific Islander					3
American Indian					
Filipino					
White			3		

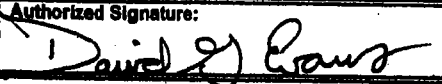
III. PERCENTAGE OF OWNERSHIP IN FIRM: NO NATURAL PERSON OWNS 5% OR MORE. Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency/State	Minority	Women	Disadvantaged	Disabled Veteran	Proof of Certification

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Branch Manager	Date: 02/22/06
--	--------------------------	-------------------

GAIN/GROW EMPLOYMENT COMMITMENT

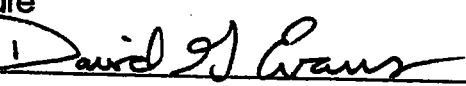
The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to Vendor's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title Branch Manager
Firm Name David G. Evans	Date 02/22/06

TRANSMITTAL FORM TO REQUEST AN REQ SOLICITATION REQUIREMENTS REVIEW

**A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document**

Vendor Name: TruGreen LandCare, A General Partnership	Date of Request: 02/22/06
Project Title: Request For Statements of Qualifications For Landscape Maintenance Services	Project No. AS-O

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments: _____

Date Response sent to Vendor: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

TruGreen LandCare, A General Partnership

Company Name

1323 West 130th Street Gardena, California 90247

Address

36-4313318

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. (X) ()

OR

Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. () (X)

David G. Evans
Signature02/22/06

Date

David G. Evans Branch Manager

Name and Title (please type or print)

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: TruGreen LandCare, A General Partnership			
Company Address: 1323 West 130th Street			
City: Gardena		State: CA	Zip Code: 90247
Telephone Number: 310/354-1520	Facsimile Number: 310/323-4780	Email Address: Dave evans@landcare.com	
Awarding Department: County of Los Angeles		Contract Term: N/A	
Type of Service: Landscape Maintenance			
Contract Dollar Amount: N/A		Contract Number (If any): N/A	


I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and **SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194** :

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (*you must attach the IRS Determination Letter*).
- ☐ My business is a Small Business (as defined in the Living Wage Ordinance—you must attach your company's two most recent tax year returns and last state payroll tax return) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
- ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):
- _____
- _____
- _____

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: David G. Evans		TITLE: Branch Manager	
SIGNATURE: 		DATE: 02/22/06	

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

- ☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE****Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: TruGreen LandCare, A General Partnership

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:

SIGNATURE:

DATE: 02/22/06

PLEASE PRINT NAME:

David G. Evans

TITLE OR POSITION:

Branch Manager

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFSQ describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the Vendor's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.


Owner's/Agent's Authorized Signature

David G. Evans Branch Manager
Print Name and Title

ruGreen LandCare, A General Partnership

Print Name of Firm

02/22/06

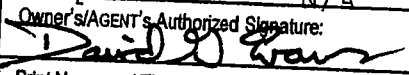
Date

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

FORM LW-5

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <u>TruGreen LandCare, A General Partnership</u>	Print Name of Owner: <u>N/A</u>
Print Address of Firm: <u>1323 West 130th Street</u>	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code <u>Gardena, California 90247</u>	Print Name and Title: <u>David G. Evans</u>

Public Entity Name	
Public Entity Address:	Street Address:
	City, State, Zip:
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

GUIDELINES FOR ASSESSMENT OF VENDOR LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION Vendor Name: <u>TruGreen LandCare, A General Partnership</u> Contracting Department: <u>of Public Works</u> Department Contact Person: <u>Donald L. Wolfe</u> Phone: <u>626/458-5100</u>	RANGE OF DEDUCTION _____ (Deduction is taken from the maximum evaluation points available)	
	Vendor Fully Disclosed	Vendor Did Not Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that Vendor has a record of very serious violations.*	8 - 10% Consider investigating a finding of Vendor non-responsibility**	16 - 20% Consider investigating a finding of Vendor non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that Vendor has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of Vendor non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that Vendor has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that Vendor has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that Vendor does not have a record of violations.*	0	N/A

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a Vendor's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by Vendor
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

REQUESTED INFORMATION ON THE VENDOR'S MEDICAL PLAN COVERAGE

Vendor: TruGreen LandCare, A General PartnershipName of Vendor's Health Plan: CignaDate: 02/22/06

(Please use a separate form for each health plan offered by the Vendor to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE VENDOR OR VENDOR'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Vendor's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Vendor's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	

LW-7 – VENDOR'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE VENDOR OR VENDOR'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

☒ Becomes eligible for health insurance coverage after 90 days of employment.

☒ Is defined as an employee who is employed more than 30 hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS N/A DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS N/A DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 10 DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS 7 DAYS.

Company Overview

ServiceMaster currently provides outsourcing services for residential and commercial customers through a network of over 5,500 company-owned and franchised service centers and business units operating under leading brands that include Terminix, TruGreen ChemLawn, TruGreen LandCare, ARS Service Express, Rescue Rooter, American Mechanical Services, ServiceMaster Clean, American Home Shield, AmeriSpec, Merry Maids, and Furniture Medic.

As America's Service Brands for Home and Business, the core service capabilities of the company include lawn care and landscape maintenance; termite and pest control; plumbing, heating, and air conditioning services; cleaning and disaster restoration; furniture repair; and home warranty.

To learn more about ServiceMaster, visit us online at www.svm.com.

The Benefits of a Career with ServiceMaster

When you join ServiceMaster, you're joining an industry leader. That means you enjoy the advantages and opportunities of a career with a major organization as well as a comprehensive total benefits package.

At ServiceMaster, we value the contribution our employees make to our success. We reward that contribution in part through a broad range of valuable benefits designed to serve employees as thoughtfully and effectively as they serve our customers. The company's philosophy is to provide a comprehensive benefits program that meets the needs of our diverse employee population.

The ServiceMaster benefits program:

- Provides financial protection for you and your family against catastrophic health care expenses
- Gives you access to quality coverage at an affordable cost
- Offers benefit options so you have the flexibility to choose the benefits that best meet your needs
- Encourages healthy living and
- Gives you opportunities to save for the future

ServiceMaster offers a wide variety of options, from medical coverage to disability and life insurance—as well as a work-life balance program that can help you cope with the demands of your work and personal life.

Our savings and retirement benefits include the ServiceMaster Profit Sharing and Retirement Plan and the Employee Stock Purchase Plan, which give you a convenient way to save for a secure financial future.

Supporting Our Business Objectives

We have incorporated our four core objectives into our benefit plan designs:

Honor God in All We Do—We do the right thing by offering our employees a comprehensive benefits package.

Excel with Customers—We provide benefits that help employees manage their personal lives so they can focus on serving our customers.

Help People Develop—We create benefit plans that recognize different people have different needs, and those needs change over time.

Grow Profitably—We have the ability to enhance our benefits when we are profitable. We ask employees to help us manage these costs by using their benefits wisely.

ServiceMASTER



Fuel for Life

**Webcast for Leaders on 2006
Benefits Changes and Enrollment**

Choose Well. Live Well.



Did You Know?

At ServiceMaster, your compensation is more than just a paycheck. It also includes the benefit plans, programs, tools, and resources you need to give you and your family the protection you deserve.

Health and Welfare Benefits

Health and welfare benefits are a valuable part of your total compensation at ServiceMaster. We offer a benefits package that includes a variety of plans to protect your health and income.

Eligibility

If you're a regular full-time employee, you may enroll in medical, dental, vision, life insurance, the legal services plan, and reimbursement accounts. Eligible dependents include your legal spouse, unmarried children under age 19, full-time students up to age 24, and children under your legal guardianship.

Coverage is effective on the first of the month coincident with or following three consecutive months of service. Full-time employees are also eligible for disability benefits. For employees hired on or after January 1, 2006, disability benefits are effective following the completion of 12 consecutive months of service.

You and your immediate family members are eligible for the ServiceMaster LifeManagement Program and Business Travel Accident Insurance on your first day of employment.

Making Changes During the Year

You may only make changes to your coverage during the year if you have a qualified status change. You have up to 45 days after the date of the event to change your coverage, and the change must be consistent with the event.

Medical Plan

The medical plan options are designed to help protect you and your covered family members from the high cost of medical care and to help you get healthy and stay healthy. This section describes the medical plan options available to ServiceMaster employees.

Regular PPO

The Regular PPO is a preferred provider organization offered through Blue Cross Blue Shield. PPO options let you choose in- or out-of-network services, with a higher level of benefits for in-network services. In-network benefits include:

- \$20 office visit copayment; \$30 specialist office visit copayment
- \$30 urgent care facility copayment
- \$1,000 individual/\$2,000 family annual deductible
- Wellness care services for each covered individual
- 70% coinsurance for hospital coverage

Super PPO

The Super PPO is a Blue Cross Blue Shield PPO that lets you choose a higher level of benefits than the Regular PPO. In-network benefits include:

- \$20 office visit copayment; \$30 specialist office visit copayment
- \$30 urgent care facility copayment
- \$600 individual/\$1,200 family annual deductible
- Wellness care services for each covered individual
- 80% coinsurance for hospital coverage

Premium PPO

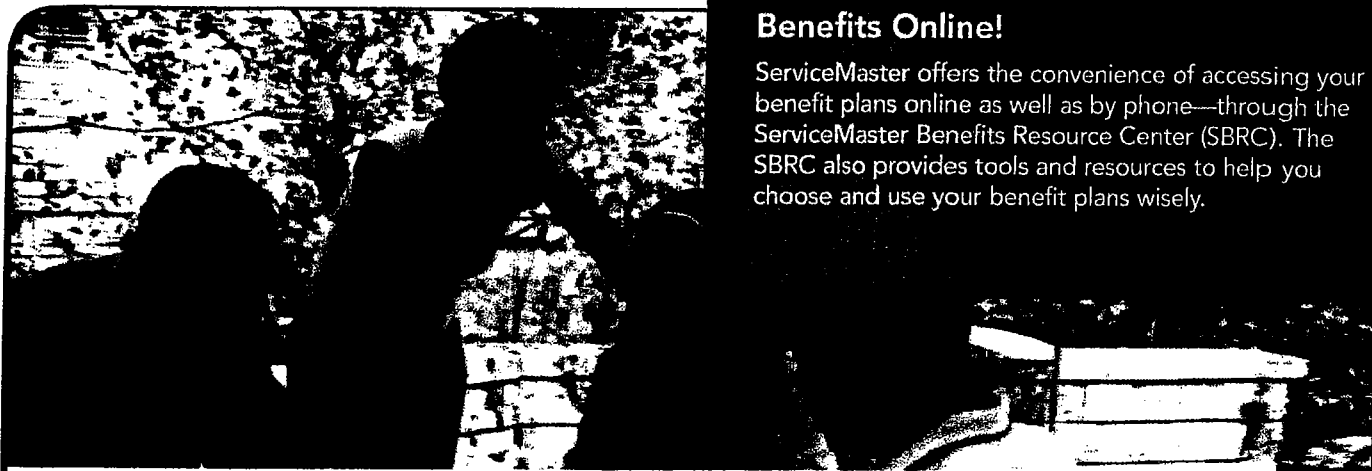
The Premium PPO is a Blue Cross Blue Shield PPO that lets you choose a higher level of benefits than both the Regular PPO and the Super PPO. In-network benefits include:

- \$15 office visit copayment; \$25 specialist office visit copayment
- \$25 urgent care facility copayment
- \$400 individual/\$800 family annual deductible
- Wellness care services for each covered individual
- 90% coinsurance for hospital coverage

HMO

The HMO (where available) is a health maintenance organization through CIGNA that provides care through a network of HMO providers. **No benefits are paid for out-of-network services.** In-network benefits include:

- \$20 primary care physician (PCP) office visit copayment; \$30 specialist office visit copayment
- \$35 urgent care facility copayment
- \$75 emergency room copayment
- \$125 outpatient surgery copayment
- \$500 inpatient hospital admittance copayment
- PCP is required



Benefits Online!

ServiceMaster offers the convenience of accessing your benefit plans online as well as by phone—through the ServiceMaster Benefits Resource Center (SBRC). The SBRC also provides tools and resources to help you choose and use your benefit plans wisely.

Prescription Drug Plan

When you enroll in one of the PPOs or the HMO, you'll automatically receive prescription drug coverage through Caremark. **The plan only provides coverage through Caremark network providers.** This section describes the prescription drug benefits for each medical plan option.

Regular PPO

The Regular PPO prescription drug benefits include:

- \$50 individual/\$100 family annual retail deductible
- \$100 retail/\$200 mail order maximum per prescription
- 85% generic/75% preferred brand-name/65% non-preferred brand-name coinsurance
- \$1,500 annual maximum benefit for retail and mail order combined

Super PPO and HMO

The Super PPO and HMO prescription plan benefits include:

- \$50 individual/\$100 family annual retail deductible
- \$100 retail/\$200 mail order maximum per prescription
- 90% generic/80% preferred brand-name/70% non-preferred brand-name coinsurance

Premium PPO

The Premium PPO prescription drug benefits include:

- \$25 individual/\$50 family annual retail deductible
- \$100 retail/\$200 mail order maximum per prescription
- 95% generic/85% preferred brand-name/75% non-preferred brand-name coinsurance



ServiceMaster LifeManagement Program

The ServiceMaster LifeManagement Program provides help with the stress and challenges of life—at no cost to you. Confidential services are available 24 hours a day, seven days a week to provide help with issues such as:

- Stress
- Marital and family problems
- Alcohol and drug dependencies
- Financial and legal issues
- Work/life balance
- And more!!

The program offers professional consultation, by telephone or in person, as well as online screening tools, self-assessments, and personalized improvement plans to help you better understand and cope with life's challenges and opportunities.

Dental Plan

The dental plan helps cover the cost of dental expenses for you and your covered family members. The plan offers the following dental options.

Base DPPO

The MetLife Base DPPO works like the medical PPOs, and it lets you choose in- or out-of network services with a higher benefit for in-network services. In-network benefits include:

- \$50 per person annual deductible
- \$1,500 per person annual maximum benefit
- Preventive care—\$0 (no deductible)
- Basic services—85% coinsurance
- Major services—50% coinsurance

Buy-Up DPPO

The MetLife Buy-Up DPPO is a dental PPO that provides orthodontia coverage. It also lets you choose in- or out-of-network services. In-network benefits include:

- \$50 per person annual deductible
- \$1,500 per person annual maximum benefit
- Preventive care—\$0 (no deductible)
- Basic services—85% coinsurance
- Major services—50% coinsurance
- Orthodontia—50% coinsurance up to \$1,000 lifetime maximum for children up to age 18 or age 24 if a full-time student.



DHMO

The CIGNA DHMO is a dental health maintenance organization that provides benefits through a network of providers. No benefits are paid for out-of-network services. In-network benefits include:

- \$0 per person annual deductible
- Unlimited annual maximum benefit
- Preventive care—\$0 for most services
- Basic services—\$0 for most services
- Major services—fee schedule
- Orthodontia—fee schedule (adults and children)
- Primary general dentist is required

Vision Program

The vision program helps keep your costs down for exams and eyewear, and it provides benefits through the Cole Managed Vision network. In-network benefits include:

- Exam—\$10 copayment
- Frames or contacts—\$100 allowance annually
- Lenses—standard lenses covered in full after exam copayment
- Other discounts apply

Reimbursement Accounts

The reimbursement accounts give you a way to save taxes on the money you spend for eligible health care and dependent day care expenses.

Health Care Reimbursement Account

You may set aside before-tax dollars from each paycheck to pay for a variety of eligible health care expenses for you and your eligible dependents. Eligible health care expenses include copayments, deductibles, coinsurance, and eligible expenses not covered by your medical, dental, or vision coverage.

Dependent Day Care Reimbursement Account

You may set aside before-tax dollars from each paycheck to pay for qualified dependent care expenses. Qualified dependent care expenses include day care, day camp, preschool, and qualified before- and after-school programs.

Life Insurance

Life insurance is an important part of your benefits package, since it provides a benefit to your beneficiaries in the event of your death.

Basic Life Insurance

ServiceMaster provides basic life insurance of 1½ times your eligible annual earnings (up to a maximum of \$300,000) for all eligible employees. There's no cost to you for this coverage.

Supplemental Life Insurance

ServiceMaster gives you the option to purchase additional supplemental life insurance coverage of up to four times your eligible annual earnings, with a maximum of \$2 million for basic and supplemental coverage combined.

Dependent Life Insurance

You may choose life insurance for your spouse and children from age 14 days to 19 years (or 24 years, if your child is a full-time student).

Disability Insurance

Disability coverage helps protect you and your family from loss of income due to illness or injury.

Short-Term Income Protection

ServiceMaster provides Short-Term Income Protection at no cost to you if you meet the eligibility requirements. This plan provides income protection if you are unable to work due to a non-work-related illness, injury, or pregnancy-related disability.

Long-Term Disability

Long-term disability (LTD) insurance replaces a portion of your income if you're ill or injured and unable to work for an extended period of time. Benefits are payable after a 14-week elimination period. Any benefit you receive may be offset by other sources of income, such as social security.



Legal Services Plan

ServiceMaster's Legal Services Plan offers a network of more than 9,000 participating attorneys to help with your legal needs, such as real estate matters, debt collection defense, and immigration assistance. Legal services benefits include:

- Telephone consultations;
- In-person consultations;
- Preparation of legal documents such as wills; and
- Representation in many legal matters.

When you see an in-network attorney, covered legal services are provided with no additional attorney fees.

Additional Benefits

Other benefits available to ServiceMaster employees include:

Accidental Death and Dismemberment Insurance

Accidental death and dismemberment (AD&D) insurance provides a benefit in the event of certain serious injuries or death due to an accident. You can purchase AD&D coverage for yourself and your eligible dependents.

Business Travel Accident Insurance

Business Travel Accident Insurance (BTA) provides a benefit if you die or sustain serious injuries in an accident while traveling on approved ServiceMaster business. Coverage is automatically provided at no cost to you.

Savings and Retirement Benefits

At ServiceMaster, we know how important it is to save for the future—and to make sure our employees have prepared for their financial security. ServiceMaster's savings and retirement benefits can help.

Eligibility

Full-time and part-time employees who are 18 years of age or older and have completed 90 days of service are eligible for two plans: the ServiceMaster Profit Sharing and Retirement Plan (PSRP) and the ServiceMaster Employee Stock Purchase Plan (ESPP). Participation is effective as soon as administratively possible following enrollment.



The ServiceMaster Profit Sharing and Retirement Plan

The ServiceMaster Profit Sharing and Retirement Plan is a 401(k) plan that allows you to save for your future. It's easy and convenient, because your contributions are deducted from each paycheck on a before-tax basis. You select the percentage of your eligible earnings you would like to contribute, from 1% to 75% (up to the annual IRS dollar limit), and the funds in which you want to invest.

You may also roll over qualified distributions from other eligible qualified retirement plans. The plan provides for an annual, discretionary company matching contribution, as well as the ability to take a loan on your vested account.

The ServiceMaster Employee Stock Purchase Plan

The ServiceMaster Employee Stock Purchase Plan (ESPP) allows you to participate in the company's success by purchasing stock. You select the percentage of your paycheck, from 1% to 10% of your eligible earnings, that you would like to contribute to the ESPP. Your contributions are made on an after-tax basis. The plan makes a matching contribution of 15¢ for every dollar you contribute, up to 10%. Dividends on shares you own are reinvested in your account to buy additional shares of company stock.

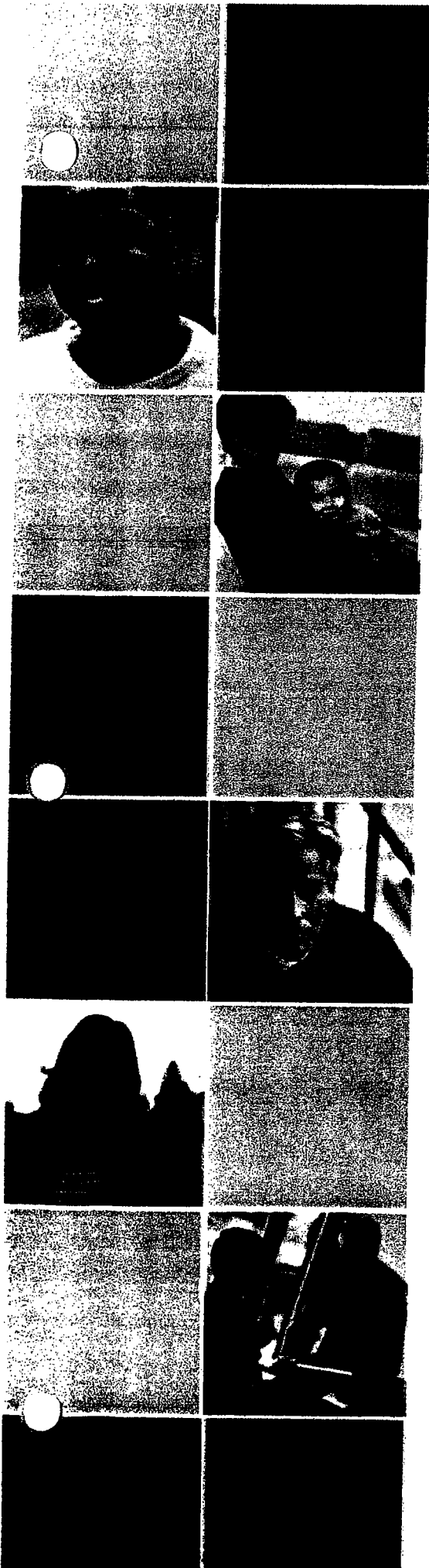
Note: This is a summary and does not contain full details of the plans. In the event there is an inconsistency between this material and the plan documents, the plan documents will govern. The company reserves the right to modify or terminate the benefit plans at any time.

Contact Information

ServiceMaster employees may contact the following resources for information:

Whom to Call:	For What:	Phone Web Address:
Blue Cross Blue Shield of Illinois	<ul style="list-style-type: none"> ■ Regular PPO ■ Super PPO ■ Premium PPO 	800-437-4900 www.bcbsoil.com
Caremark	<ul style="list-style-type: none"> ■ Prescription drugs 	800-273-3409 www.caremark.com
CIGNA	<ul style="list-style-type: none"> ■ HMO ■ DHMO 	800-368-4969 www.cigna.com
Care Managed Vision	<ul style="list-style-type: none"> ■ Vision 	800-334-7591 www.caremanagedvision.com
Computershare	<ul style="list-style-type: none"> ■ Employee Stock Purchase Plan 	888-334-2744 www.computershare.com
Hyatt Legal Plans	<ul style="list-style-type: none"> ■ Legal Services Plan 	800-527-4500 www.legisplans.com
Magellan Health Services	<ul style="list-style-type: none"> ■ LifeManagement Program 	800-308-4400 www.magellanhealth.com
MetLife	<ul style="list-style-type: none"> ■ Basic DPPP ■ Business DPPP 	800-442-0854 www.metlife.com/cenra
ServiceMaster Benefits Resource Center (SISPC)	<ul style="list-style-type: none"> ■ Eligibility ■ General information 	877-882-6070 resources.newmt.com/smc
T. Rowe Price	<ul style="list-style-type: none"> ■ Profit Sharing and Retirement Plan—the 401(k) plan 	800-922-4949 www.trp.com/roprice.com
UnumProvident	<ul style="list-style-type: none"> ■ Life insurance and AD&D ■ LTD 	800-443-0400 800-777-4774 www.unumprovident.com
WageWorks	<ul style="list-style-type: none"> ■ Reimbursement accounts 	877-424-2967 www.wageworks.com

ServiceMaster offers you
a career with opportunity, advantages, and
a total compensation package that gives you
the protection and financial security
you're looking for.



*How do I know if it's more than
the blues?*

Who can help find good child care?

How can I reduce stress in my life?

*What care is available for my aging
parents?*

Life is a series of
questions.

We can help you find
the answers.

Confidential help is available any time,
day or night. Visit MagellanHealth.com
for tools, information and resources on
thousands of health and wellness topics.
Or call your program's toll-free number
to speak with a trained, compassionate
professional.

ServiceMASTER.

LifeManagement Program

1-800-308-4936

For TTY users: 1-800-455-4006

www.MagellanHealth.com



SERVICEMASTER HEALTH AND WELFARE BENEFIT PLAN 2006

EMPLOYEE PREMIUMS

	Weekly	Semi-Monthly	Weekly	Semi-Monthly	Weekly	Semi-Monthly	Weekly	Semi-Monthly
Employee	\$8.08	\$17.50	\$27.46	\$59.50	\$34.85	\$75.50	\$35.31	\$76.50
Employee +1 Dependent	\$13.38	\$29.00	\$46.62	\$101.00	\$59.08	\$128.00	\$70.62	\$153.00
Employee + 2 Dependents	\$15.46	\$33.50	\$62.08	\$134.50	\$79.85	\$173.00	\$97.85	\$212.00
Employee + 3 or more Dependents	\$15.92	\$34.50	\$78.23	\$169.50	\$102.00	\$221.00	\$97.85	\$212.00

	Weekly	Semi-Monthly	Weekly	Semi-Monthly	Weekly	Semi-Monthly
Employee	\$5.77	\$12.50	\$6.46	\$14.00	\$3.46	\$7.50
Employee +1 Dependent	\$11.54	\$25.00	\$12.92	\$28.00	\$6.23	\$13.50
Employee + 2 Dependents	\$16.15	\$35.00	\$18.46	\$40.00	\$8.54	\$18.50
Employee + 3 or more Dependents	\$18.00	\$39.00	\$20.31	\$44.00	\$9.69	\$21.00

	Weekly	Semi-Monthly
Employee	\$1.15	\$2.50
Employee +1 Dependent	\$2.54	\$5.50
Employee + 2 Dependents	\$3.46	\$7.50
Employee + 3 or more Dependents	\$3.46	\$7.50

Per \$100 of Coverage	\$0.83
-----------------------	--------

Example: 43 year old, eligible earnings \$25,000

Benefit = \$25,000 x 60% = \$15,000 annual benefit (\$15,000/100 = \$150)

Premium = \$150 * .83 = \$124.50

\$124.50 / 52 = \$2.40 per weekly pay period or \$124.50 / 24 = \$5.19 per semi-monthly pay period

	Weekly	Semi-Monthly
Coverage	\$3.64	\$7.88

SERVICEMASTER HEALTH AND WELFARE BENEFIT PLAN 2006

EMPLOYEE PREMIUMS

Age	Per \$1,000 of Coverage	Per \$1,000 of Coverage	Spouse/Child(ren)	Weekly	Semi-Monthly
< 25	\$0.72	\$1.08	\$15,000/\$2,000	\$0.86	\$1.86
25 - 29	\$0.84	\$1.32	\$25,000/\$5,000	\$1.45	\$3.15
30 - 34	\$0.96	\$1.44	\$50,000/\$10,000	\$2.93	\$6.35
35 - 39	\$1.20	\$1.68			
40 - 44	\$1.80	\$2.64			
45 - 49	\$2.76	\$4.08			
50 - 54	\$4.80	\$7.32			
55 - 59	\$7.32	\$11.04			
60 - 64	\$11.88	\$17.88			
65 - 69	\$20.04	\$30.00			
> 70	\$39.12	\$58.68			

Example: 43 year old, eligible earnings \$25,000, elected supplemental life = 2 x eligible earnings non-smoker

Benefit = \$25,000 x 2 = \$50,000 benefit (\$50,000/1000 = \$50)

Premium = \$50 * 1.80 = \$90

\$90 / 52 = \$1.73 per weekly pay period or \$90 / 24 = \$3.75 per semi-monthly pay period

Monthly Premium	Weekly Premium	Monthly Premium	Monthly Premium	Monthly Premium
\$20,000	\$0.14	\$0.21	\$0.30	\$0.45
\$30,000	\$0.21	\$0.31	\$0.45	\$0.68
\$40,000	\$0.28	\$0.42	\$0.60	\$0.90
\$50,000	\$0.35	\$0.52	\$0.75	\$1.13
\$60,000	\$0.42	\$0.62	\$0.90	\$1.35
\$70,000	\$0.48	\$0.73	\$1.05	\$1.58
\$80,000	\$0.55	\$0.83	\$1.20	\$1.80
\$90,000	\$0.62	\$0.93	\$1.35	\$2.03
\$100,000	\$0.69	\$1.04	\$1.50	\$2.25
\$150,000	\$1.04	\$1.56	\$2.25	\$3.38
\$200,000	\$1.38	\$2.08	\$3.00	\$4.50
\$250,000	\$1.73	\$2.60	\$3.75	\$5.63
\$300,000	\$2.08	\$3.12	\$4.50	\$6.75
\$350,000	\$2.42	\$3.63	\$5.25	\$7.88
\$400,000	\$2.77	\$4.15	\$6.00	\$9.00
\$450,000	\$3.12	\$4.67	\$6.75	\$10.13
\$500,000	\$3.46	\$5.19	\$7.50	\$11.25
\$550,000	\$3.81	\$5.71	\$8.25	\$12.38
\$600,000	\$4.15	\$6.23	\$9.00	\$13.50
\$650,000	\$4.50	\$6.75	\$9.75	\$14.63
\$700,000	\$4.85	\$7.27	\$10.50	\$15.75
\$750,000	\$5.19	\$7.79	\$11.25	\$16.88

	Base Coverage			Middle Coverage			Highest Coverage	
	2005 Basic Services	2005 Base PPO	2006 Regular	2005 Buy-up	2006 PPO Super	2006 Premium	2005 HMO	2006 HMO
Annual Maximum Medical Benefit	\$7,500 plus \$45,000 ¹	None	None	None	None	None	None	None
Annual Deductible								
• In Network	\$200/\$400	\$1,900/\$2,000	\$1,000/\$2,000	\$400/\$800	\$600/\$1,200	\$400/\$800	\$0	\$0
• Out of Network	\$300/\$600	\$2,000/\$4,000	\$2,000/\$4,000	\$800/\$1,600	\$1,200/\$2,400	\$800/\$1,600	Not Covered	Not Covered
Annual Out of Pocket Limit ²								
• In Network	None	\$3,000/\$6,000	\$15,000/\$20,000	\$2,000/\$4,000	\$2,500/\$5,000	\$2,000/\$4,000	\$1,500/\$3,000	\$1,500/\$3,000
• Out of Network	None	\$6,000/\$12,000	\$20,000/\$30,000	\$4,000/\$8,000	\$5,000/\$10,000	\$4,000/\$8,000	Not Covered	Not Covered
Coinurance								
• In Network	Coinsurance Under See SRC benefit schedule (limited to 5 visits)	80%	70%	80%	80%	90%	100%	100%
• Out of Network	\$10 copay	80%	50%	60%	60%	60%	Not Covered	Not Covered
• In Network	\$10 Ded then 80% Coins	\$20 PCP/\$30 Spec.	\$20 PCP/\$30 Spec.	\$20 copay	\$20 PCP/\$30 Spec.	\$15 PCP/\$25 Spec.	\$20 PCP/\$30 Spec.	\$20 PCP/\$30 Spec.
Inpatient Hospital Copayment								
• In Network	See SRC benefit schedule	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Not Covered	Not Covered
• Out of Network	See SRC benefit schedule	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	\$500/admit	\$500/admit
Prescription Drug								
• Annual Maximum Drug Benefit								
• Deductible (Retail Only)	\$500	None	\$1,500	None	None	None	None	None
• Annual OOP Maximum	None	\$500/\$100	\$500/\$100	\$500/\$100	\$500/\$100	\$25/\$50	\$50/\$100	\$50/\$100
• In Network	None	\$1,000/\$3,000	None	\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000
Retail	\$10 copay (subject to annual maximum benefit)	90% G (\$5 min)	85% G (\$5 min)	90% G (\$5 min)	90% G (\$5 min)	95% G (\$5 min)	90% G (\$5 min)	90% G (\$5 min)
Mail Order	\$10 copay (subject to annual maximum benefit)	80% FB (\$15 min)	75% FB (\$15 min)	80% FB (\$15 min)	80% FB (\$15 min)	85% FB (\$15 min)	80% FB (\$15 min)	80% FB (\$15 min)
		70% NFB (\$30 min)	65% NFB (\$30 min)	70% NFB (\$30 min)	70% NFB (\$30 min)	75% NFB (\$30 min)	70% NFB (\$30 min)	70% NFB (\$30 min)
		90% G (\$10 min)	85% G (\$10 min)	90% G (\$10 min)	90% G (\$10 min)	95% G (\$10 min)	90% G (\$10 min)	90% G (\$10 min)
		80% FB (\$30 min)	75% FB (\$30 min)	80% FB (\$30 min)	80% FB (\$30 min)	85% FB (\$30 min)	80% FB (\$30 min)	80% FB (\$30 min)
		70% NFB (\$60 min)	65% NFB (\$60 min)	70% NFB (\$60 min)	70% NFB (\$60 min)	75% NFB (\$60 min)	70% NFB (\$60 min)	70% NFB (\$60 min)
Out of Network	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered
Retail								
Mail Order								

¹ The base medical maximum benefit is \$7,500 per coverage year. There also is a supplemental medical benefit of \$45,000 (lifetime maximum).
² Including deductible

OMITTED FOR THIS RFSQ PROCESS

Subcontractors Form List

Does not apply



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: AS-0

November 8, 2006

NOTICE TO BIDDERS - INVITATION FOR BIDS FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2006-PA032)

Public Works will recommend to the Board of Supervisors the award of contracting to the lowest Bidder for Landscape and Grounds Maintenance Services (2006-PA032) for the following area:

- Public Works Central Yard - Lower (West) and Upper (East)

The maximum total annual cost is \$10,000.

A Bidders' Conference and walk-through will be held on **Monday, November 13, 2006, at 10 a.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, CA 91803, in the 7th Floor Fiscal Conference Room. **ATTENDANCE BY THE BIDDER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK-THROUGH IS MANDATORY.** Public Works will reject bids from those whose attendance at the Conference and walk-through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, bid requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

Bid packages must include the appropriate Schedule of Prices (Form PW-2) and Cost Methodology (Form LW-8) for each proposed area.

Sealed bid packages for this IFB must be submitted no later than Tuesday, November 21, 2006, at 12 p.m. to:

County of Los Angeles Department of Public Works
Public Works Cashier - Mezzanine Floor
Attention Ms. Melissa Saradpon/Administrative Services Division
900 South Fremont Avenue
Alhambra, CA 91803

November 8, 2006

Page 2

Public Works will accept bids under the following terms and conditions:

1. Bid forms PW-2, Schedule of Prices, and LW-8, Cost Methodology, both enclosed for each proposed area, should be submitted in a sealed envelope displaying the name and address of the Bidder and addressed to: Administrative Services Division, Landscape and Grounds Maintenance Services (2006-PA032). No responsibility is assumed for mislabeled bids or those filed at the wrong location.
2. Public Works will reject bids that are not time stamped by the Cashier prior to the above deadline for submission.
3. Public Works may reject a bid if the Bidder has not signed and submitted all of the appropriate forms.
4. Bids will be subject to adjustment in accordance with the County's Local Small Business Enterprise Preference Program.
5. By submitting a bid, Bidder shall be held to have carefully read this notice and all enclosures, satisfied themselves before the delivery of their bid as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work, and agreed that if awarded a contract, no claim will be made against the County based on this notice or the original Request for Statement of Qualifications, including, without limitation, claims based on any ambiguity or misunderstanding.
6. No cost-of-living adjustments shall be granted for the optional renewal periods.
7. If determined to be the lowest cost-effective bid, the selected Bidder will be recommended to the Board for the award of a contract for landscape maintenance services at the Public Works facilities identified. The selected Bidder shall sign and return the contract, together with original copies of the required insurance certification, within seven days after notification by Public Works of intent to recommend award of the proposed contract to the Board.
8. Bid shall be a firm offer and may not be withdrawn for a period of 180 days following the last day to submit bids.

9. The right is reserved to reject any or all bids that in the judgment of the Board and/or Director are not responsible, responsive, or otherwise not in the best interests of the County/Public Works. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a bid.
10. Bids signed by an agent other than an officer of a corporation or a member of a general copartnership must be submitted with a power of attorney or corporate resolution, certified by the secretary or assistant secretary, authorizing such signature; otherwise, the bid may be rejected as nonresponsive and unauthorized.
11. It is the responsibility of the Bidder to calculate the bid price to take into consideration any possible escalation of wages, materials, and other costs during the contract period. The Board, Director, County, Public Works, or District(s) do not presume what future costs may be or the rate of wages that may become necessary to pay employees of the contractor for the work performed during the contract period.
12. Bids will not be publicly opened.
13. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one bid for the work contemplated may cause the rejection of all bids in which such bidder has interest on the basis of nonresponsiveness and/or nonresponsibility. If there is reason for believing that collusion exists among the Bidders, such collusion by the participants may be cause for the rejection of their bids or future bids on the basis of nonresponsiveness and/or nonresponsibility.
14. If the total annual amount arrived at by multiplying the unit price by the number of units does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the Bidder's intentions. If the total annual amount is entered for the item, but not the unit price, the monthly price will be derived by dividing the total amount proposed for the item by the number of units as representing the Bidder's intentions. If items are incorrectly totaled, the corrected total will be considered as representing the Bidder's intentions.

15. All bids in response to this notice will become the exclusive property of the County. At such time as Public Works recommends the award of the contract to the Board and that recommendation appears on the Board's agenda, all bids will be regarded as public records, except those parts of each bid that are defined by the Bidder as business or trade secrets and plainly marked as "trade secret." Designation of all or substantial portions of the bid as "trade secret" or inappropriate designation of portions of the bid as "trade secret" may result in the bid being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.
16. It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion, or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in being placed on the list and/or the award of a contract or that the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's submission. A Bidder shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

A Bidder shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Bidder's submission being rejected on the basis of nonresponsiveness and/or nonresponsibility. Among other items, such improper consideration may take the form of cash; discounts; services; or the provision of travel, entertainment, or tangible gifts.
17. Notwithstanding Public Works' contract award recommendation to the Board, the Board retains the right to exercise its judgment concerning the selection of a Bidder and the terms of any resultant agreement, and to determine which Bidder best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award a contract.

18. A person or entity may seek a Solicitation Requirements Review by submitting Exhibit H, Transmittal Form to Request an IFB Solicitation Requirements Review, along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:
- The request for a Solicitation Requirements Review is received by Public Works not more than ten business days after issuance of the Invitation for Bids (IFB).
 - The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a bid.
 - The request for a Solicitation Requirements Review itemizes in appropriate detail each matter contested and factual reasons for the requested review.
 - The request for a Solicitation Requirements Review asserts either that:
 - Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantage the Bidder; or
 - Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Bidders.

The Solicitation Requirements Review shall be completed and Public Works' determination shall be provided to the Bidder, in writing, within a reasonable time prior to the submission of bids due date.

19. Bidder may challenge Public Works' determination of lowest Bidder based on County's Protest Policy outlined in the Request for Statement of Qualification for landscape maintenance services issued on January 21, 2006.

20. Proposed Contractor Selection Review

a. Debriefing Process

- i. Upon completion of the evaluation, and prior to entering negotiations with the selected Bidder, Public Works will notify the remaining Bidders in writing that Public Works is entering negotiations with another Bidder. Upon receipt of the letter, the Bidder may request a debriefing within the time specified in the letter. A debriefing will not be provided unless the request is made within the timeframe specified.
- ii. The purpose of the debriefing is to compare the Bidder's response to the solicitation document with the evaluation document. The Bidder shall be debriefed only on its response. Because the contract process has not been completed, responses from other Bidders shall not be discussed.
- iii. If the Bidder is not satisfied with the results of the debriefing, it may, within five business days of the debriefing, request a review on the grounds and in the manner set forth below for review of Public Works' recommendation for contract award.

b. Proposed Contractor Selection Review

- i. The Bidder may submit a written request for a Proposed Contractor Selection Review if it asserts that its bid should have been determined to be the highest-scored bid but was not because of one of the following reasons:
 - (1) Public Works materially failed to follow procedures specified in the IFB. This includes:
 - (a) Failure to correctly apply the standards for reviewing the bid format requirements.
 - (b) Failure to correctly apply the standards and/or follow the prescribed methods for evaluating the bids specified in the IFB.
 - (c) Use of evaluation criteria that were different from the evaluation criteria disclosed in the IFB.

- (2) Public Works made identifiable mathematical or other errors in evaluating bids, resulting in the Bidder receiving an incorrect score and not being selected as the recommended Contractor.
 - (3) A member of the evaluation committee demonstrated bias in the conduct of the evaluation.
 - (4) Another basis for review as provided by State or Federal law.
- ii. Upon completing the Proposed Contractor Selection Review, Public Works will issue a written decision to the Bidder within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. If the Bidder is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

Please direct questions regarding this IFB to Ms. Melissa Saradpon at (626) 458-4077, Monday through Thursday, 7 a.m. to 5 p.m.

November 8, 2006
Page 8



The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

DONALD L. WOLFE
Director of Public Works

A handwritten signature in black ink, which appears to read "William H. Higley". The signature is written in a cursive, flowing style with some capital letters and a large, sweeping flourish at the end.

WILLIAM H. HIGLEY
Deputy Director

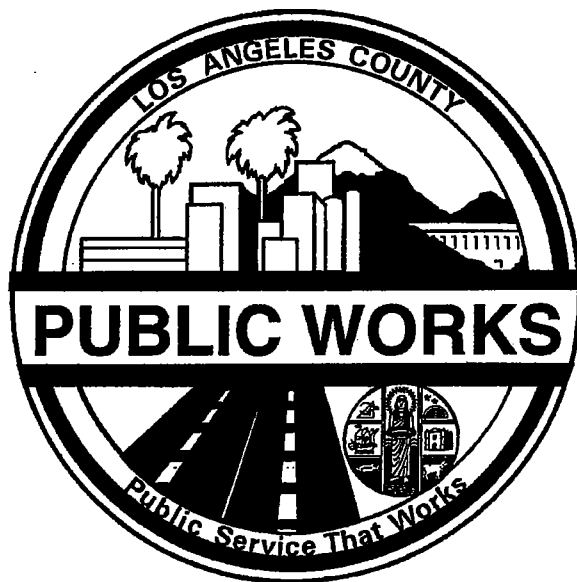
MS

P:\aspub\CONTRACT\Melissa\Landscape - Central Yard\1 - NOTICE RE BIDS.doc

Enc.

Part II

Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

[CONTRACTOR'S NAME]

FOR

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
(2006-PA032)

TABLE OF CONTENTS

AGREEMENT FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR PUBLIC WORKS CENTRAL YARD – LOWER (WEST) AND UPPER (EAST)

	PAGE
SAMPLE AGREEMENT	1-3
EXHIBIT A Statement of Work	A.1
EXHIBIT B Service Contract General Requirements	
Section 1 Interpretation of Contract	
A. Headings.....	B.1
B. Definitions.....	B.1
C. Ambiguities or Discrepancies.....	B.2
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Assurance of Compliance with Civil Rights Laws.....	B.3
B. Conflict of Interest.....	B.3
C. Consideration of Hiring County Employees Targeted for Layoffs.....	B.3
D. Consideration of Hiring GAIN/GROW Employees.....	B.3
E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement.....	B.4
F. Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	B.4
G. County Lobbyists.....	B.4
H. Nondiscrimination in Employment.....	B.5
I. County's Quality Assurance Plan.....	B.6
J. Notice to Employees Regarding the Federal Earned Income Credit..	B.6
K. Recycled-Content Paper Products.....	B.6
L. Publicity.....	B.6
M. Termination for Improper Consideration.....	B.7
N. Warranty Against Contingent Fees.....	B.7
O. Compliance with Applicable Laws.....	B.8
P. Legal Status of Contractor's Personnel at Facility.....	B.8
Q. No Payment for Services Following Expiration or Termination of Contract.....	B.8
R. Limitation of the County's Obligation Due to Non-appropriation of Funds.....	B.9
S. Gratuitous Work.....	B.9
T. Assignment by Contractor.....	B.9
U. Subcontracting.....	B.10
V. Governing Laws.....	B.10
W. Notice of Delay.....	B.10
X. Record Retention and Inspection/Audit Settlement.....	B.11
Y. Validity.....	B.12
Z. Waiver.....	B.13
AA. Default and Termination.....	B.13

	BB. Notification.....	B.15
	CC. Changes and Amendments of Terms.....	B.16
	DD. Confidentiality.....	B.16
	EE. Contractor's Charitable Activities Compliance.....	B.17
	FF. Budget Reduction.....	B.17
Section 3	General Conditions of Contract Work	
	A. Labor.....	B.18
	B. Public Convenience.....	B.18
	C. Cooperation.....	B.18
	D. Care and Protection of Facilities.....	B.18
	E. Equipment, Labor, Supervision, and Materials.....	B.18
	F. Permits/Licenses.....	B.18
	G. Quality of Work.....	B.19
	H. Quantities of Work.....	B.19
	I. Cooperation and Collateral Work.....	B.19
	J. Authority of Public Works and Inspection.....	B.19
	K. Safety Requirements.....	B.19
	L. Public Safety.....	B.19
	M. Work Area Controls.....	B.19
	N. Transportation.....	B.20
	O. Storage of Materials and Equipment.....	B.20
	P. Jobsite Safety.....	B.20
	Q. Labor Law Compliance	B.20
	R. Overtime	B.20
	S. Prohibition Against Use of Child Labor	B.20
Section 4	Indemnification and Insurance Requirements	
	A. Independent Contractor Status.....	B.22
	B. Indemnification.....	B.22
	C. Workplace Safety Indemnification.....	B.22
	D. General Insurance Requirements.....	B.23
	E. Compensation for County Costs.....	B.24
	F. Insurance Coverage Requirements for Subcontractors.....	B.24
	G. Insurance Coverage Requirements.....	B.25
Section 5	Contractor Responsibility and Debarment.....	B.27
Section 6	Contractor Employee Jury Service Program	
	A. Contract Subject to Jury Service Program.....	B.29
	B. Written Employee Jury Service Policy.....	B.29
Section 7	Local Small Business Enterprise Preference Program.....	B.31
Section 8	Safely Surrendered Baby Law Program	
	A. Notice to Employees Regarding the Safely Surrendered Baby Law..	B.32
	B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.....	B.32
Section 9	Compliance with Living Wage Program	
	A. Living Wage Program.....	B.33
	B. Payment of Living Wage Rates.....	B.33
	C. Contractor's Submittal of Certified Monitoring Reports.....	B.35

D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll Violation and Claims.....	B.35
E.	County Auditing of Contractor Records.....	B.35
F.	Notifications to Employees.....	B.36
G.	Enforcement and Remedies.....	B.36
H.	Use of Full-Time Employees.....	B.38
I.	Contractor Retaliation Prohibited.....	B.38
J.	Contractor Standards.....	B.38
K.	Neutrality in Labor Relations.....	B.38

EXHIBIT C	Internal Revenue Service Notice 1015
EXHIBIT D	Safely Surrendered Baby Law Posters
EXHIBIT E	PW-2, Schedule of Prices
EXHIBIT F	LW-8, Cost Methodology F
EXHIBIT G	Special Provisions
EXHIBIT H	Transmittal Form to Request an IFB Solicitation Requirements Review

P:\aspub\CONTRACT\Melissa\Landscape - Central Yard\2 TOC-AGREEMENT-PROP A-6-29-06.DOC

SAMPLE AGREEMENT FOR
LANDSCAPE AND GROUND MAINTENANCE SERVICES FOR
PUBLIC WORKS CENTRAL YARD – LOWER (WEST) AND UPPER (EAST)

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [NAME OF CONTRACTOR], a [Form of Entity], (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on _____, 2006, hereby agrees to provide services as described in the attached specifications for landscaping and grounds maintenance services including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Statement of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Form PW-2, Schedule of Prices; Exhibit F, Form LW-8, Cost Methodology; Exhibit G, Special Provisions; Exhibit H, Transmittal Form to Request an IFB Solicitation Requirements Review; and the CONTRACTOR'S Statement of Qualifications, all attached hereto; the Request for Statement of Qualifications; and Addenda to the Request for Statement of Qualifications, all of which are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$_____ per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of two years commencing on January 1, 2007. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through H, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

The CONTRACTOR shall pay all security premiums, costs, and incidentals.

//
//
//

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

STATEMENT OF WORK

For this Landscape and Grounds Maintenance Services for Public Works^{*} Central Yard – Lower (West) and Upper (East) Bid, the Statement of Work from the Request for Statements of Qualifications (RFSQ) will be replaced with the Exhibit G.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation, or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, repair to be performed, and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. **Ambiguities or Discrepancies**

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its Equal Employment Opportunity (EEO) Certification.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.
2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose,

consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.
2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).
3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from, participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contract.
6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the County.
7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

- a. The Contractor shall develop all publicity material in a professional manner.
- b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
- c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

- 1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract, or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.
- 3. Among other items, such improper consideration may take the form of cash; discounts; services; or the provision of travel, entertainment, or tangible gifts.

N. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses, including but not limited to defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603), as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.

2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The

Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of the Contractor to comply with any of the provisions of this paragraph X shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection X.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option,

the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

- a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor has materially breached this Contract; or
 - ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
 - iii. If the Contractor fails to perform any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part pursuant to this Subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the

Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

- a. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- b. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by

the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this

Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or if delegated by the Board, the Director and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided; however, the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.
4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

FF. Budget Reduction

The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and

layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:
 - a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

- b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;
 - c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and
 - d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes, including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code, or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. The Contractor shall not be obligated to indemnify the County for the active negligence of the County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify the County, and hold harmless includes all investigations and

proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. **Insurer Financial Rating** - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
4. **Failure to Maintain Coverage** - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. **Notification of Incidents, Claims, or Suits** - The Contractor shall report to the County's Contract Manager:
 - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance, (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance, (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance, providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor

Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
 - a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
 - b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent, if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have

the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- G. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1, and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list

all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.
2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at

least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due, or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. **Remedies for Payment of Less Than the Required Living Wage:** If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
4. **Debarment:** In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

**Department of the Treasury
Internal Revenue Service
Notice 1015**

(Rev. December 2005)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the
EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

**How and When Must I Notify My
Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

**How Will My Employees Know If They
Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

**How Do My Employees Get Advance
EIC Payments?**

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2005)

**No shame.
No blame.
No names.**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County
1-877-BABY SAFE
1-877-222-9723
www.babysafe.org**



State of California
Governor
Health and Human Services Agency
Deputy Director
Department of Social Services
Director



Los Angeles County Board of Supervisors
Richard R. Linn, Supervisor, First District
Wanda L. Brown, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Burt K. Miller, Supervisor, Fourth District
Michael A. Antonovich, Supervisor, Fifth District

This initiative is a joint effort of the ELSA and INO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin penas. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
de forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles

1-877-BABY SAFE

1-877-222-9723

www.babysafe-la.org



Alcalde del Condado de Los Angeles
Agencia de Servicios Sociales Humanos
Departamento de Servicios Sociales
Departamento de Servicios Sociales
Departamento de Servicios Sociales

Consejo del Condado de Los Angeles
Comisión de Supervisión de la Salud Pública
Comisión de Supervisión de la Salud Pública
Comisión de Supervisión de la Salud Pública
Comisión de Supervisión de la Salud Pública
Comisión de Supervisión de la Salud Pública

Esta iniciativa también se encuentra disponible en español en el 5-1A y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardina Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

SCHEDULE OF PRICES**FOR****LANDSCAPE AND GROUNDS MAINTENANCE AT PUBLIC WORKS
CENTRAL YARD – LOWER (WEST) AND UPPER (EAST)**

In accordance with these Specifications, the undersigned Bidder is herewith submitting the following prices for the performance of the work as described in these Specifications. The Bidder shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment and supplies, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below.

LOWER (WEST) YARD –1525 ALCAZAR STREET, LOS ANGELES, CA 90033

ITEM	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	COST PER UNIT	ANNUAL COST
1.	Police and remove all litter and debris from grounds on frontage beds and beds abutting driveway	<u>Weekly</u>	<u>52</u>	\$ _____	\$ _____
2.	Shrub bed maintenance – Trim, edge, and weed abatement of all shrub and ground cover areas	<u>Monthly</u>	<u>12</u>	\$ _____	\$ _____
3.	Maintain ground cover/color beds abutting Administration structure located at driveway on Alcazar Street	<u>Weekly</u>	<u>52</u>	\$ _____	\$ _____

TOTAL ANNUAL COST	\$ _____
--------------------------	----------

UPPER (EAST) YARD – 2275 ALCAZAR STREET, LOS ANGELES, CA 90033

ITEM	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	COST PER UNIT	ANNUAL COST
1.	Turf Management – Mow; edge/trim all sidewalks, bed edges, tree circles; and trim back ivy on both sides of fence	<u>Weekly</u>	<u>52</u>	\$ _____	\$ _____
2.	Police and remove all litter and debris from grounds	<u>Weekly</u>	<u>52</u>	\$ _____	\$ _____
3.	Shrub bed maintenance – Trim, edge, and weed abatement of all shrub and ground cover areas	<u>Monthly</u>	<u>12</u>	\$ _____	\$ _____
4.	Ivy Maintenance – Trim back ivy from south side of chain link fence on upper portions of ivy slope located at the north side/rear of property, keep abutting wooden stairway free of ivy overgrowth, keep ivy cut back to edge of parking area in lower lot	<u>Monthly</u>	<u>12</u>	\$ _____	\$ _____
TOTAL ANNUAL COST				\$ _____	

TOTAL COST SUMMARY

REFERENCE PAGE	FACILITY	TOTAL ANNUAL COST
E.1	Lower West – 1525 Alcazar Street, Los Angeles, CA 90033	\$ _____
E.2	Upper East – 2275 Alcazar Street, Los Angeles, CA 90033	\$ _____
GRAND TOTAL		\$ _____

LEGAL NAME OF BIDDER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
BIDDER'S ADDRESS:		
PHONE	FAX	E-MAIL

P:\aspub\CONTRACT\Melissa\Landscape - Central Yard\Schedule of Prices - Alcazar Yard.doc

FORM LW-8

PROPOSER: _____

[illegible]

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

*** Minimum cost for health insurance is \$1.14/hour if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications

to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

SPECIAL PROVISIONS

**This Statement of Work applies solely to the
Public Works Central Yard – Lower (West) and Upper (East)**

A. Public Works Contract Manager

Public Works Contract Manager will be identified at the time of contract award. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Location

Jobsites will be located throughout the County of Los Angeles. The jobsites may be landscaped with turf, groundcover, shrubs, trees, and may be irrigated by manual and/or automatic irrigation systems.

C. General Work Requirements

The following are the general requirements governing the work to be performed and the manner of performance.

The Contractor shall:

1. Complete each task thoroughly in a professional manner. To this end, quality equipment and materials that comply with all current regulations shall be used.
2. Render and provide landscape and grounds maintenance services including, but not limited to, the maintenance of turf, groundcover, shrubs and trees; pruning of trees and shrubs; and control of weeds and vegetation disease. Such activities shall be performed pursuant to these Specifications and to the frequencies established by Public Works, as set forth herein and/or revised by Public Works in Exhibit G, Special Provisions. The specific frequencies per site identified in Exhibit E, Form PW-2, Schedule of Prices, shall govern the Contractor's completion of required operations.
3. Not work or perform any operations which may destroy or damage groundcover or turf areas during periods of inclement weather.
4. Recognize that during the course of this Contract, other activities may be conducted by County work forces and other contractors that may include, but are not limited to, landscape refurbishment, irrigation system modification or repair, construction, and/or storm related operations. The

Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request made by the Contract Manager.

5. Perform any operation during the hours and days of maintenance service as identified in this Exhibit's paragraph K, Hours and Days of Maintenance Services.
6. Be required to clearly identify and equip each vehicle used at Public Works jobsites/facilities with decals on the exterior right and left front door panels, visible and readable from a distance of 50 feet, identifying the Contractor's name and phone number.
7. If required by the Contract Manager, submit work schedules for all phases of work performed that include mowing, irrigation system testing, maintenance, etc.
8. Recognize that the general provisions set forth in this Exhibit A may be modified by special provisions (Exhibit G, Special Provisions) set forth in this Contract for the specified jobsite/facility.

D. Management/Supervision

The Contractor Shall:

1. Provide full trained and qualified personnel as well as appropriate management, supervision, materials, supplies, and equipment.
2. Closely monitored its staff to detect operational irregularities and noncompliance with contractual requirements. The Contractor's executive, management, and supervisory staffs shall oversee these service activities, and shall not delay, ignore, or otherwise fail to fully comply with any contract obligations, task specifications, rate assignments, or reasonable requests of the Contract Manager.
3. Ensure its crew leader(s) and operational staff, as well as its supervisory and management staff, are fully versed in the operational mandates and time lines required by this Contract. The task requirements, schedules, and time lines for the jobsite(s)/facility(ies) shall be kept by each operating crew.
4. Ensure its executive, management, or supervisory staff provide ongoing observation and correction of operations to ensure compliance with these Specifications. Neither Public Works' deficiency notices, deductions, or inspections may be utilized or viewed as a substitution for the Contractor's ongoing direction and management of its employees.

5. Ensure its on-site supervisor has at least two years' supervising experience in providing landscape maintenance services for business, commercial, and/or government customers.

E. Ongoing General Maintenance Tasks

1. Mowing Operations

The Contractor shall:

- a. Perform mowing operations in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- b. Mow the turf with a reel-type mower equipped with rollers or a rotary-type mower. All mowing equipment shall be adjusted to the proper cutting heights and adequately sharpened.
- c. Mow turf species to appropriate height. Mowing heights may vary according to use parameters such as for special events and conditions. In general, cutting height shall be 2 to 3 inches high.
- d. Perform mowing operations on a schedule that is acceptable to the Contract Manager.
- e. Clean walkways immediately following each mowing so that no clippings create a hazardous or unsightly condition.
- f. Complete mowing of turf and cleanup at each facility in one continuous operation.

2. Mowing Site Inspection and Reporting

The Contractor shall:

- a. Prior to initiating a mowing operation, have the site inspected by a knowledgeable and responsible employee who will determine the practicality of initiating the operation. Litter shall not be shredded by mowers. Glass bottles shall not be driven over or broken.
- b. If a mowing operation cannot be completed thoroughly within the designated time frame, immediately notify the Contract Manager.

3. Edging Operations

The Contractor shall:

- a. Keep all turf edges, including designed edges in flower beds, neatly edged and all grass invasions eliminated.

- b. Trim all turf edges including, but not limited to, those edges next to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams in a neat and uniform line.
- c. Complete all edging of turf and clean up in one continuous operation and in a manner that results in a well-defined, V-shaped edge that extends into the soil.
- d. Keep all turf edges limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.
- e. Keep all groundcover and flower bed areas maintained next to turf areas neatly edged and all grass invasions eliminated.
- f. Clear walkways immediately following each edging operation to ensure removal of accumulated debris and to limit hazardous and unsightly conditions.

4. Weed Removal Operations

The Contractor shall:

- a. Keep all grasslike weeds, morning glories, vine type weeds, ragweed, and other underground spreading weeds under strict control.
- b. Determine, in consultation with the County Contract Manager and subject to his or her instructions, the manner and method of weed control and removal. Methods for removal of weeds may incorporate one or more of the following:
 - Hand removal (mechanical)
 - Cultivation
 - Chemical Eradication
 - Mulching
- c. Remove and/or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, pavement, driveways, roadways, and undeveloped areas.
- d. Remove all weeds from shrub beds, planters, and other cultivated areas.
- e. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time

specified in the manufacturer's recommendation, a second application, at no additional cost to the Public Works, shall be made.

- f. Remove all dead weeds from the areas, after complete kill.
- g. Inspect all walkways, beds, planters, landscapes, and spot treating weeds as necessary.
- h. Maintain developed areas of a facility that have become denuded weed free.
- i. Leave in a natural state designated areas of a facility so that the plants' root systems are utilized to stabilize the soil. However, such areas may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons.

5. Litter Control Operations

The Contractor shall:

- a. Police and pick up litter thoroughly and completely to ensure a neat appearance in all areas being maintained by removing paper, nondecorating rocks, glass, trash, siltation, and other accumulated debris and undesirable materials. Litter control operations shall cover, but are not limited to, walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of slope to ten feet up or down the slope adjacent to developed areas, and catch basins.
- b. Complete policing, litter pick up, supplemental hand sweeping of parking space gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.
- c. Place litter picked up on-site in trash bin(s) and not in trash containers.
- d. Keep walkways, turf, beds, planters, walkways, and drainage areas clear of litter and debris from maintenance and irrigation operations, erosion, storm runoff, and wind.

6. Raking Operations

The Contractor shall remove accumulation of leaves from all landscaped areas including beds, planters, and turf areas under trees and placed in appropriate trash bin(s).

7. Shrub Pruning and Hedge Trimming Operations

The Contractor shall:

- a. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- b. Trim all designated formal plant materials to maintain formal hedges and topiary work.
- c. Remove all dead shrubs.
- d. Remove all dead, diseased, unsightly branches, vines, or other growth as they develop. All groundcover shall be pruned to maintain a neat edge along planter box walls.
- e. Prune any runners that start to climb buildings, shrubs, or trees.
- f. Remove all pruned and/or trimmed plant material and place in appropriate trash bin(s) the same day.
- g. Maintain pruned shrubs in a natural shape and proper size as a continuous and ongoing operation so plants will not develop stray or undesirable growth.

8. Groundcover Operations

The Contractor shall:

- a. Trim all groundcover neatly away from shrubs, trees, walks, walls, headers, etc.
- b. Clear all groundcover beds of all debris, leaves, branches, papers, bottles, etc.

9. Sweeping Operations

The Contractor shall:

- a. Check concrete areas for cracks, crevices, and deterioration. When found, the Contractor shall immediately notify Contract Manager.
- b. Clean walkways and steps including, but not limited to, the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed as part of the landscape, etc. Methods for sweeping of designated areas may incorporate one or more of the following:

1. Power pack blowers
 2. Vacuums
 3. Brooms
 4. Push power blowers
- c. Be subject to local ordinances regarding noise levels, if the Contractor elects to use power equipment to complete such operations. The Contractor shall not use any power equipment on Monday through Friday, prior to 7 a.m., nor later than 3:30 p.m. Any schedule of such operations may be modified by Contract Manager in order to ensure that the public is not unreasonably subjected to noise.
 - d. Perform hand sweeping of parking space gutters and other parking spaces in those areas inaccessible to power equipment.
 - e. Control cleanup with power blowers such that debris is blown into piles and picked up. Contractor shall not utilize blowers to disperse debris onto street or blow back on to turf area.

10. General Landscape Maintenance - Site Inspection and Reporting

The Contractor shall:

- a. Ensure, prior to proceeding with any general landscape maintenance task, the site is inspected by a knowledgeable and responsible employee who shall determine the practicality of initiating the operation.
- b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

11. Chemical Edging Detailing Operations

The Contractor shall:

- a. Use all chemicals in accordance with Section P, Use of Chemicals.
- b. Employ precautionary measures when using chemicals as all areas will be open for public access during application. Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift.

- c. Not apply water to treated areas for 48 hours after each application. Reapply per manufacturer's recommendation if rain occurs within 48 hours.
- d. Limit, where trees and shrubs occur in turf areas, all grass growth to at least 18 inches from the trunks of trees and away from the drip line of shrubs by use of approved chemicals. Shield trunks, stems, or foliage not to receive chemical application to avoid from damage.
- e. Perform linear chemical edging of turf boundaries in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A 6-inch barrier width shall be considered normal.
- f. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to Public Works, shall be made.
- g. Remove all dead weeds from the area, after complete kill.

12. Chemical Application - Site Inspection and Reporting

The Contractor shall:

- a. Ensure, prior to proceeding with any chemical application, that the site is inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation. Material Safety Data Sheets (MSDS) for each chemical shall be kept on-site.
- b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

F. Seasonal Specialty Tasks

The following seasonal specialty tasks are to be performed at the request of the Contract Manager for which the Contractor will be compensated in accordance with Exhibit E, Form PW-2, Schedule of Prices.

1. Shrub and Tree Care/Pruning Operation

When requested, the Contractor shall:

- a. Prune trees to maintain good tree health and structure, enhance the appearance and provide the proper vertical and horizontal clearances as follows:

- 1) All trees shall be pruned to remove dead, crowded, rubbing, and/or hazardous limbs and branches.
 - 2) Cuts shall be made according to the International Society of Arboriculture standards. Typically pruning cuts shall be perpendicular to the branch just outside of the raised branch bark collar.
 - 3) Trees shall be thinned to increase light and air penetration to the tree's crown and landscape below. Pruning shall provide an even distribution of foliage along large limbs and the lower portion of the crown. Do not remove an excessive amount of inner foliage and small branches. No more than a quarter of the tree's foliage may be removed at one time. Maintain at least half of the foliage on the lower two-thirds of the tree.
 - 4) Reducing cuts for clearance and to prevent encroachment onto private property shall be accomplished by pruning back leaders and branch terminals to lateral branches that are large enough to assume the terminal roles (at least one-third of the diameter of the limb being pruned).
 - 5) Mature trees should be pruned only to remove dead or potentially hazardous limbs.
 - 6) Properly stake and tie trees as necessary. Trees ties shall be inspected at least once a year to prevent bark wounds caused by abrasion. Removal of tree stakes shall be considered as soon as possible to encourage tree development.
 - 7) Routinely inspect trees for insects and diseases. Approved chemical sprays shall be applied, if required, for the following insect and disease infections: aphids, mealy bugs, mites, snails, whiteflies, thrips, gophers, fungus diseases, etc.
 - 8) Certified arborist shall conduct a site visit and provide a written report to the Contract Manager.
- b. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size as follows:

- 1) Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming.
- 2) Under no circumstances shall hedge shears be used as a means of pruning.
- 3) Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never leave short stubs. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.
- 4) All limbs 12 inches or greater in diameter shall be undercut 12 to 18 inches from the limb's point of attachment to prevent splitting.
- 5) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
- 6) All equipment utilized shall be clean, sharp, and expressly designed for tree pruning.
- 7) Climbing spurs shall not be used.
- 8) Topping trees shall not be permitted. Topping causes decay and can create hazards by producing multiple shoots that are weakly attached and often fail. The central leader shall be allowed to develop to prevent disfigurement and future hazards.

c. Utilize the following pruning criteria:

- 1) Removal of weak, diseased, insect infested, and damaged limbs as recommended by a certified arborist.
- 2) Prune all trees for vertical and horizontal clearance. Such clearances are seven feet for pedestrian areas and walkways and 14 feet for vehicular roadways.
- 3) Remove all crossed or rubbing limbs unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12- or 24-inch spacing.
- 4) Thin all trees of smaller limbs to distribute the foliage evenly.
- 5) Trim and shape all trees to provide a symmetrical appearance typical of the species.

- 6) Cut all suckers and sprouts flush with the trunk or limb.
- 7) Stubs are not permitted.
- d. Report all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage to the Contract Manager.
- e. Place special emphasis on public safety during pruning operations, particularly when adjacent to roadways.
- f. Remove and dispose all trimming and debris off-site at the end of each day's work at Contractor's expense.
- g. Remove and dispose off-site all trees, which are downed by either natural or unnatural causes. Where possible, stumps shall be removed to 12 inches below grade, wood chips removed, and backfilled with topsoil to grade.
- h. Not "...take, possess, or needlessly destroy the nest eggs of any bird..." in accordance with Fish and Game Code, Section 3503. In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5185.
- i. Not trim palm trees during the bird nesting season of April 1 through June 30 unless otherwise approved by the Contract Manager.
- j. Prune trees as seasonally proper according to the International Society of Arboriculture.

2. Disease/Insect Control Operation

The Contractor shall:

- a. Notify the Contract Manager immediately of any diseases, insects or unusual conditions that might be developing.

3. Fertilization – Operation

The Contractor shall:

- a. Have approval of the Contract Manager prior to applying any fertilizer/micronutrient.
- b. Apply fertilizers by areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.

- c. Not less than one pound of actual available nitrogen in a balance fertilizer form for each 1,000 square feet of turf area.
- d. Provide fertilizers in an inorganic and granular form with an approximate ratio of 4-1-2.
- e. Fertilize areas utilizing ratios and mixtures recommended by the Contract Manager at the rate of application per the manufacturer's recommendation.

G. Maintenance Function Report

The Contractor shall maintain and keep current a report that records when all periodic, seasonal, additional work, and maintenance functions performed by the Contractor's personnel were completed. The report shall be in a form and content acceptable and available to the Contract Manager. It shall be submitted to the Contract Manager upon request within three working days.

H. Damage Caused by Contractor's Operations

- 1. All damage caused to Public Works/County property by the Contractor's operations shall be reported to the Contract Manager, including the following:
 - a. Shrubs

Minor damage may be corrected by appropriate pruning as required in the "Shrub Pruning and Hedge Trimming Operation" (see this Exhibit's paragraph E.7).
 - b. All damages resulting from chemical operation, including spray-drift and lateral leaching, shall be corrected in accordance with best practices, and the soil conditioned or replaced as recommended by an agronomical soil test and report to ensure its safety and ability to support plant life.
 - c. Any damage to the Public Works/County sprinkler system, including damage not accounted for by the Contractor, must be reported to the Contract Manager.

I. Office of Inquiries and Complaints

The Contractor shall:

- 1. Maintain an office at some fixed place located in the Los Angeles Metropolitan Area and shall maintain a telephone there, listed in the telephone directory in the Contractor's own name or in the firm name by which it is most commonly known, and as found on doors of maintenance

vehicles. During the daily hours of maintenance operation, the Contractor shall have some responsible person(s) employed by the Contractor authorized to take the necessary action regarding all inquiries and complaints that may be received from the Contract Manager, County personnel, or patrons using the facilities. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one hour of such complaint by the answering service. Both the Contractor and an answering service shall have the ability to answer the inquiries and/or complaints in both English and Spanish.

During normal working hours, the Contractor's supervisor or manager of maintenance services shall be available for notification through electronic communications.

2. Maintain a written log of all complaints, date, time, and the action taken or reason for inaction. The log of complaints shall be available for inspection by the Contract Manager at all reasonable times.
3. Abate all complaints shall be abated to the satisfaction of the Contract Manager as soon as possible after notification, but in all cases within 24 hours. If any complaint is not abated within 24 hours, the Contract Manager shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Contract Manager within five days. If a complaint is not abated within the time specified or to the satisfaction of the Contract Manager, the Contract Manager may correct the specific complaint and the total cost incurred by the County may be deducted from the payments owing to the Contractor from the County.

J. Safety

- a. The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain equipment, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements, including, but not limited to, full compliance with the terms of the applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- b. It shall be the Contractor's responsibility to inspect and identify, any condition(s) that renders any portion of the premises unsafe as well as any unsafe practices occurring thereon. The Contract Manager shall be notified

immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.

K. Hours and Days of Maintenance Services

1. All work, unless otherwise specified by the Contract Manager, shall be performed every Friday, from 8 a.m. to 2 p.m. for both the Lower (West) and Upper (East) Yards.
2. The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Contract Manager.

L. Maintenance Schedules

The Contractor shall:

1. Within ten days after the effective date of this Contract, submit a work schedule to the Contract Manager for review and approval. The work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning, and afternoon.
2. Submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Contract Manager for approval within five working days prior to scheduled time for the work.
3. Not construe the above provisions to eliminate the Contractor's responsibility in complying with the requirements to notify the Contract Manager for "Specialty Type" maintenance operation as set forth immediately below.
4. Notwithstanding the foregoing, notify the Contract Manager, in writing, at least two weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" maintenance operations are defined as:

- a. Fertilization;
- b. Other items so designated by the Contract Manager.

M. Contractor's Staff

The Contractor shall:

1. Provide sufficient personnel and supervision to perform all work in accordance with the Specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.
2. Establish an identification system for personnel assigned to each jobsite/facility. The identification system shall indicate to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and shall include appropriate uniform attire and/or name badges as approved by the Contract Manager.
3. Ensure each of its employees adhere to a basic standard of working attire. This standard is basically: uniforms, proper shoes and other gear required by State safety regulations, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.

N. Signs/Improvements

The Contractor shall not post signs or advertising matter on Public Works/County property unless prior approval is obtained from the Contract Manager.

O. Noninterference

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Should it be necessary to close a public area during the Contractor's operations, the Contractor shall commence the operation and close the area only at the direction of the Contract Manager.

P. Use of Chemicals

1. All Contractor work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be accomplished by a California Certified Applicator under the direction of a licensed Pest Control Advisor. In compliance with the California Food and Agricultural Code, the Contractor shall provide the Contract Manager with a copy of the valid Pest Control Applicator's and Pest Control Advisor's licenses or a copy of these

licenses from the subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained.

2. A listing of proposed chemicals to be used, including commercial name, application rates, and type of usage shall be submitted to the Contract Manager for approval at the commencement of this Contract. No work shall begin until written approval of use is obtained from the Contract Manager.
3. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
4. Records of all operations stating dates, times, methods of application, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor's recommendation for each application (site specific) shall be provided to the Contract Manager and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
5. All chemicals requiring a special permit for use shall be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Contract Manager.
6. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to by the Contractor.
7. Chemicals shall be applied when air currents are still, so as to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.

Q. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. To assist in achieving this mandate, all contractors handling landscape materials for Public Works shall be required to divert all landscape materials from any landfills and cogeneration facilities. Landscape material utilized for alternate daily landfill cover is currently acceptable for diversion credit. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock for composting, cocomposting, mulching, soil amendment, and wood chip products.

The Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. In addition, the Contractor shall provide proof of delivery of the material and weight tickets (from an approved public or private scale) or a signed statement of verification that all above AB 939 requirements have been met.

R. National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

S. Performance Requirements and Liquidated Damages

1. Public Works will evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.
2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, review, sampling, and complaints.
3. Failure to perform contract work in accordance with these Specifications is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with these Specifications or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.
4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Contract Manager may excuse the incident or elect any remedy provided by this Contract.
5. In any case of the Contractor's failure to meet any one of these Specifications, Public Works may, in lieu of other remedies provided by law or this Contract, assess liquidated damages and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.

6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:
 - a. All the time limits and acts required to be done by both parties are of the essence of this Contract;
 - b. The parties are both experienced in performance of this Contract work;
 - c. This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform this Contract work in accordance with the terms and conditions of this Contract at the Contractor's stated price;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages of one and one-half times the amount shown under "Cost per Unit" in Exhibit E, Form PW-2, Schedule of Prices, for work not performed in accordance with these Specifications.

TRANSMITTAL FORM TO REQUEST AN IFB SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

Application of **Minimum Requirements**

Application of **Evaluation Criteria**

Application of **Business Requirements**

Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name) (Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

SCHEDULE OF PRICES

FOR

LANDSCAPE AND GROUNDS MAINTENANCE AT PUBLIC WORKS
CENTRAL YARD – LOWER (WEST) AND UPPER (EAST)

In accordance with these Specifications, the undersigned Bidder is herewith submitting the following prices for the performance of the work as described in these Specifications. The Bidder shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment and supplies, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below.

LOWER (WEST) YARD – 1525 ALCAZAR STREET, LOS ANGELES, CA 90033

ITEM	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	COST PER UNIT	ANNUAL COST
1.	Police and remove all litter and debris from grounds on frontage beds and beds abutting driveway	<u>Weekly</u>	<u>52</u>	<u>\$ 50.00</u>	<u>\$ 2,600</u>
2.	Shrub bed maintenance – Trim, edge, and weed abatement of all shrub and ground cover areas	<u>Monthly</u>	<u>12</u>	<u>\$ 75.00</u>	<u>\$ 900</u>
3.	Maintain ground cover/color beds abutting Administration structure located at driveway on Alcazar Street	<u>Weekly</u>	<u>52</u>	<u>\$ 50.00</u>	<u>\$ 2,600</u>
TOTAL ANNUAL COST				<u>\$ 6,100.00</u>	

EXHIBIT E

UPPER (EAST) YARD – 2275 ALCAZAR STREET, LOS ANGELES, CA 90033

ITEM	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	COST PER UNIT	ANNUAL COST
1.	Turf Management – Mow; edge/trim all sidewalks, bed edges, tree circles; and trim back ivy on both sides of fence	<u>Weekly</u>	<u>52</u>	<u>\$ 25.00</u>	<u>\$ 1,300</u>
2.	Police and remove all litter and debris from grounds	<u>Weekly</u>	<u>52</u>	<u>\$ 50.00</u>	<u>\$ 2,600</u>
3.	Shrub bed maintenance – Trim, edge, and weed abatement of all shrub and ground cover areas	<u>Monthly</u>	<u>12</u>	<u>\$ 75.00</u>	<u>\$ 900</u>
4.	Ivy Maintenance – Trim back ivy from south side of chain link fence on upper portions of ivy slope located at the north side/rear of property, keep abutting wooden stairway free of ivy overgrowth, keep ivy cut back to edge of parking area in lower lot	<u>Monthly</u>	<u>12</u>	<u>\$ 100.00</u>	<u>\$ 1,200</u>
TOTAL ANNUAL COST				<u>\$ 6,000.00</u>	

TOTAL COST SUMMARY

REFERENCE PAGE	FACILITY	TOTAL ANNUAL COST
E.1	Lower West – 1525 Alcazar Street, Los Angeles, CA 90033	\$ <u>6,100.00</u>
E.2	Upper East – 2275 Alcazar Street, Los Angeles, CA 90033	\$ <u>6,000.00</u>
GRAND TOTAL		\$ <u>12,100.00</u>

LEGAL NAME OF BIDDER TRUGREEN LANDCARE, A GENERAL PARTNERSHIP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID <i>David W Evans</i>		
TITLE OF AUTHORIZED PERSON BRANCH MANAGER		
DATE 11-21-06	STATE CONTRACTOR'S LICENSE NUMBER 7774548	LICENSE TYPE D49/C27
BIDDER'S ADDRESS: 1323 WEST 130TH ST GARDENA, CA 90247		
PHONE 310	FAX	E-MAIL DAVE_EVANS@LANDCARE.COM

P:\aspub\CONTRACT\Melissa\Landscape - Central Yard\Schedule of Prices - Alcazar Yard.doc

PROPOSER: TRUGREEN LANDCARE

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

*** Minimum cost for health insurance is \$1.14/hour if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications

to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.